

Rental Housing Lease for 855 36th Street (2016-2017):

This Boulder Area Rental Housing Lease (the "Lease") utilizes the following defined terms throughout:

Landlord: Christel Doremieux and Francois Doremieux

Landlord contact information:

Christel Doremieux +17202264193 francois@doremieux.com
Francois Doremieux +17203823118 christel@doremieux.com
450 Shadycroft Dr
Littleton CO 80120

Primary tenant (One tenant assuming primary day to day responsibility for the management of the Lease obligations):

Name: Thomas Milton Hill
Email: parker.shaw.series@gmail.com
Phone: +17202360912

Other tenants (List all other tenants, equally obligated under the terms of this Lease and signing the Lease):

Name: Erika Gillian Logie
Email: erika.logie@gmail.com
Phone: +17194534848

Name: Rachel Lorraine Logie
Email: rachel.logie@gmail.com
Phone: +17192003488

Occupants (List all other occupants not signing the Lease, such as children of tenants, etc):

Name:
Email:
Phone:

Guarantor (List all persons guaranteeing Tenants' performance of the Lease, but, not occupying the Rental Property, if appropriate):

Name:
Email:
Phone:

"Primary tenant" and "Other tenants" collectively hereinafter "Tenant".

Monthly Rent: \$ 2200.00

Security Deposit: \$ 3150.00

Initial Late Charge: \$25.00

Daily Late Charge: \$25.00

Returned Check Charge: \$30.00

Rental Property: 855 36th St (Street Address), Boulder (City), Colorado 80303 (Zip Code).

The Rental Property will be: unfurnished.

Lease term: The initial term of the Lease begins on the 1st day of August, 2016 at 12:00 noon (time) and ends on 31st day of July, 2017 at 12:00 noon (time).

Tenant must give written move-out notice as required by paragraph 7.

1. RENT. Tenant shall pay Monthly Rent in advance and without demand and without setoff on or before the 1st day of each month (due date) with no grace period, in one monthly check or bank bill-pay. 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 bank bill-pay service, at Landlord's choice. Cash or multiple checks are 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 or occupy the Rental Property. While Monthly Rent is due on or before the 1st day of each month, and Tenant shall be delinquent should payment not be received by that day, should Tenant not pay the full Monthly Rent on or before the 5th day of the month at 5:00pm (time), 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 as listed on the Lease. 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 primary place to live for a duration exceeding one consecutive month or 3 cumulative months within a year. Indications of occupancy shall include, but not be limited to: coming and going to the Rental Property with the use of a key or passcode, 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. Any misrepresentation of fact by Tenant in the rental application shall be a violation of this Lease and entitle Landlord to terminate Tenant's right to possess or occupy the Rental Property.

3. SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall deposit with Landlord the Security Deposit against the breach of any of Tenant's obligations contained herein, including without limitation: damage to the building of which the Rental Property is a part, common areas and buildings owned by Landlord and surrounding or adjacent to the building which the Rental Property is a part, furniture, fixtures, appliances, and carpet; abandonment of the Rental Property; nonpayment of rent, late charges, insufficient check charges, attorneys' fees, and any other sum owed Landlord by Tenant. 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 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 and, where applicable, 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. Landlord will pay Tenant interest on the Security Deposit at City of Boulder mandated rate for period the Landlord holds the Security Deposit as required by the City of Boulder.

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

_____ Gas	_____ Trash	_____ Cable TV	_____ Internet Service
_____ Electricity	_____ Recycling	_____ Water/wastewater	

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

5. KEYS. At delivery of possession of the Rental Property, Landlord shall provide Tenant 2 apartment or house key(s), 0 mailbox key(s), 1 garage door openers, and 2 other key(s) for backdoor, as well as door keypad initial code that Tenant will be allowed to change to a code of their choosing. Should Tenant wish to duplicate key(s), they must notify Landlord of such duplication, and return any duplicated key(s) at the time they move out. 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 keys. Landlord may (but shall not be obligated to) at any time, including following the death of Tenant, deliver copies of any and all keys to any person designated by Tenant 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 5 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. 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 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 VACATE 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 30 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 any and all information in Landlord's possession regarding Tenant and all Occupants to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau, local police or representatives of the University of Colorado. Landlord shall not be obligated to disclose any information to any third-party. At Landlord's option, Landlord may disclose information regarding rental history if 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 the last known address of 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, declarations of covenants.

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 may be used only for entry or exit. Landlord may regulate: The use of grills, barbeques and flammable substances; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD-PARTIES, INCLUDING OTHER TENANTS AND GUESTS 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: unreasonable disturbances of others or loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the community, including unreasonably hostile communications with the Landlord or the Landlord's representatives, including unreasonably foul language; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the Rental Property for other than residential use to include operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the community. To the extent Tenant, Occupants or guests are students at the University of Colorado, Landlord may notify the CU Office of Student Conduct of any behavior or lease violation which may represent a violation of the CU Student Conduct Code. Landlord may fully cooperate with any CU Office of Student Conduct action for assessment of probation, community service, suspension or expulsion.

13. CONDITION OF THE RENTAL PROPERTY AND ALTERATIONS. Tenant accepts the Rental Property, fixtures, and furniture as is and disclaims all implied warranties. Within 48 hours after move-in, Tenant shall notify Landlord in writing of all defects or damage. Otherwise, everything will be considered to be in clean, safe, and good working condition. Tenant shall maintain and prevent the Rental Property from violating any local building or housing code and shall indemnify and hold the Landlord harmless from any and all claims or demands of any third-party, including any governmental authority, based on a proven 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, provided that such violation was caused by Tenant. Tenant shall immediately report the presence of mold or sources of moisture to Landlord. Tenant shall use customary diligence in maintaining the Rental Property and common areas. Unless authorized by Landlord in writing, Tenant shall not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Rental Property or the common areas. Landlord may immediately restore or repair any alteration or damage made by Tenant without Landlord's prior written approval and may immediately charge Tenant for the costs of such restoration and repair. Tenant shall not alter or remove any of Landlord's property. No changes or alterations, additions or damage may be made on the exterior of the building or the yard. Light fixtures will be in working order including bulbs at move-in, replacements (at the same wattage) are the Tenant's responsibility. Tenant's alterations and improvements to the Rental Property (whether or not Landlord consents to such alterations and improvements) become Landlord's unless otherwise agreed in writing.

14. REQUESTS, REPAIRS, AND MALFUNCTIONS. ALL NOTICES AND REQUEST FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS MUST BE GIVEN IN WRITING TO THE LANDLORD OR TO THE LANDLORD'S DESIGNATED REPRESENTATIVE (except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). 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 reasonable 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 (including, but not limited to any and all damages to windows, doors and screens) caused by Tenant whether directly or indirectly, except for damage which is the result of ordinary wear and tear. Tenant shall promptly reimburse Landlord for loss, damage or cost of repairs or service caused by Tenant or any guest's or Occupant's improper use or negligence. Landlord may require payment at any time, including advance payment of repairs for which Tenant is liable.

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 any surface. Tenant shall not maintain or permit any hydroponic growing in the Rental Property or any growing of marijuana. Upon written notification by Tenant, Landlord shall within a reasonable time, repair water leaks, provided that such leaks are not caused by Tenant, Occupants or any guests. Upon written notification by Tenant, Landlord shall within a reasonable time, clean or apply biocides to visible mold or porous surfaces such as sheetrock and ceilings provided the visible mold was not caused by the misuse or neglect of Tenant, Occupants or his guests. Tenant hereby indemnifies and holds Landlord harmless and releases Landlord from any and all claims or actions arising from Tenant's breach of this paragraph and all claims of consequential damages such as damages to Tenant's personal property or claims of adverse health conditions associated with exposure to mold.

17. PETS. _____ No pets are allowed (even temporarily) anywhere in the Rental Property or community unless Landlord has authorized in writing, except for service animals of disabled persons. If a pet has been in the Rental Property at any time during the term of occupancy (with or without Landlord's consent), Landlord may charge Tenant for defleeing, deodorizing, or shampooing to protect future Tenants from possible health hazards. (Check appropriate pet policy)

_____ The following pets (and only the following pets) are permitted (describe breed, size, color, name of each animal)

To be informed: _____

Tenant is responsible for any damage or problem resulting from the presence of the pets. Landlord reserves reasonable right to withdraw the permission for the pets in the case of complaints from neighbors, animal control, police or any other authority, or in the case of significant damage to the property.

18. SNOW REMOVAL. ☒ Tenant or _____ Landlord (check one) shall be responsible for snow removal in accordance with local ordinances.

19. LAWN AND EXTERIOR CARE. The Rental Property does include private exterior areas (front and back yards). If the Rental Property does include private exterior areas ☒ Tenant or _____ Landlord (check one) shall be responsible for lawn mowing and lawn, and foliage care. If Tenant is responsible, lawn, landscaping, foliage and grounds must be maintained in good and presentable condition, adequately watered and fertilized, free of trash and stored items as determined by the owner's reasonable discretion. Landlord shall be responsible for tree care. Should Tenant not fulfill Tenant's obligations to maintain lawn and exterior, or should Tenant request it from Landlord and should Landlord accept, Landlord may arrange for lawn care at Tenant expense. In that case lawn care will be payable with rent.

20. MOTOR VEHICLES. Landlord is not responsible for the safety of or damage to Tenant or any Occupants' or guests' automobiles.

21. BARBECUE GRILLS. Tenant shall comply with all fire codes.

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. 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, and balcony floors-or building. 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 and/or carbon monoxide detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices. Tenant shall pay for and replace batteries in smoke and/or carbon monoxide detectors and in door keypad lock as needed. Tenant shall be liable to Landlord

and others for any loss or damage from fire, smoke, or water if that condition is contributed to by Tenant disconnecting or failing to replace smoke and/or carbon monoxide detector batteries, or by Tenant not reporting malfunctions. Landlord shall not be liable to any Tenant, guest, or Occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, water leaks, hail, ice, snow, lightning, wind, explosions, and interruption of utilities, unless that injury or damage is caused by Landlord's negligence. Landlord shall have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless instructed otherwise, Tenant shall, for 24 hours a day during freezing weather keep the Rental Property heated to at least 63 degrees. 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. 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 offender 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 use of the door keypad code (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 or animal control; preventative maintenance; filter changes; testing or replacing smoke and/or carbon monoxide-detector batteries; retrieving tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture equipment, or security devices; removing or re-keying unauthorized locks; stopping excessive noise or other disturbance; 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 (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 consents in writing, which consent may be withheld in Landlord's reasonable 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 reletting or administrative fee may be due. Tenant shall remain liable for all Lease obligations for the rest of the original Lease term.

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

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 reletting does not release Tenant from liability for future rent. However, Landlord will apply proceeds of successful reletting to Tenant's obligations for continuing Monthly Rent. After giving notice to vacate or filing an eviction suit, Landlord may still accept rent or other sums due; the filing, or acceptance does not waive or diminish Landlord's right of eviction or any other contractual or statutory right. Accepting money at any time does not waive Landlord's right to damages, past or future rent, or other sums. All Monthly Rent for the rest of the Lease term or renewal period shall be accelerated automatically without notice or

demand and will be immediately due and delinquent if Tenant's possession rights are terminated or Tenant abandons the Rental Property.

29. ATTORNEY FEES AND OTHER REMEDIES. Tenant and Landlord hereby agree that in the event of the retention, employment or use of an attorney by either party because of any violation or breach of any covenant or provision of this Lease by the other party, the losing party shall pay the attorney fees of the prevailing party. Such losing party shall be responsible for said fees whether or not litigation is actually commenced.

30. CLEANING. Tenant shall thoroughly clean the Rental Property, including doors, windows, furniture, bathrooms, kitchen appliances, patios, and storage rooms at the time of move-out. Tenant shall follow Landlord's move-out cleaning instruction. 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 and /or carbon monoxide detector batteries, and door keypad battery; 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; reletting charges; packing removing, or storing property removed or stored; removing illegally parked vehicles; 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 holds 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

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

X Smoking of all substances (specifically including marijuana and tobacco) within the house on the Rental Property is prohibited.

X Smoking anywhere on or about the Rental Property is prohibited if it produces smoke that can be smelled or otherwise experienced within the house on the Rental Property.



X Smoking of any substance which is prohibited by Federal Law, Colorado Law or both is prohibited anywhere on or about the Rental Property.

35. 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 resolved by mediation. In the event that mediation is not successful, then the dispute 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.


36. 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.

Tenant(s) and Guarantor(s) (all sign below)

Name	Signature	Date	Time
Erika Logie		July 29, 2016 at 12:22pm	7/29/16 12:20 PM Deleted: 

Landlord(s) (all sign below)

	
Francois Doremieux	Friday 29 July 2016, 8:23AM

	
Christel Doremieux	Friday 29 July 2016, 8:23AM

Pest Control Addendum

This is an Addendum to the Lease dated 29 July 2016 by and between Landlord and Tenant, for the premises known as 855 36th Street, Boulder CO 80303.

Tenant and Landlord agree as follows:

1. If Tenant fails to report any pest infestation and/or problems with the Rental Property within seven (7) days of move-in, it shall be an acknowledgement by Tenant that the Rental Property are acceptable, in good condition, and pest free.
2. To the extent the Rental Property has ever been infested by rodents and vermin, including, but not limited to, beetles, spiders, ants, roaches, bed bugs, mice, and rats (collectively "Pest"), Landlord believes that appropriate extermination response has been made to any infestation and that the Rental Property is not currently infested by Pests.
3. Tenant shall cooperate fully with and undertake all efforts and tasks required by Landlord or Landlord's pest control company employed to eradicate Pests. Tenant's full cooperation includes but is not limited to immediately reporting Pest infestation to the Landlord, making the Rental Property available for entry to complete Pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the Rental Property during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to the Landlord in writing. In the event the Landlord reasonably determines that any of Tenant's personal property is infested with any Pest, Landlord may require that such personal property be permanently removed from the Rental Property upon three day written demand and may require that such personal property be sealed prior to removal in order to keep Pest from spreading to common areas or other residences in the complex.
4. Tenant may request reasonable extermination services at any time. All requests must be in writing. Landlord will notify Tenant in advance of each Pest inspection, including providing a preparation sheet. Notification is presumed received if Landlord hands the notice and instructions directly to Tenant or if Landlord posts the notice and instructions to Tenant's unit.
5. If Tenant promptly notifies Landlord and cooperates with Landlord and/or Landlord's pest control company and the unit is either re-infested or the initial treatment is ineffective, Landlord will schedule re-inspection and re-treatment at no cost to Tenant. If Tenant is not fully prepared for the treatment, Tenant agrees to pay \$ __. (If no amount is filled in, Tenant shall be billed for the actual cost of service.) If Tenant fails to cooperate fully with the treatment plan and the unit is either re-infested or the initial treatment is ineffective, Tenant agrees to pay all costs of all subsequent treatments, as well as the cost of treatments for the spread of the infestation to additional units.
6. Landlord, Landlord's employees, officers, or directors are not liable to Tenant for any damages caused by Pests, including but not limited to, replacement of furniture, medications, or medical expenses. Landlord, Landlord's employees, officers, or directors are not responsible for any damage done to Tenant's unit or personal items during pest control inspections or treatments.
7. Tenant acknowledges that Landlord's adoption of this Addendum, and the efforts to provide a Pest free environment, does not in any way change the standard of care that Landlord owes Tenant under the Lease. Tenant further acknowledges that Landlord does not guaranty or warranty a Pest free environment. Tenant acknowledges and understands that Landlord's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Tenant's voluntary compliance and cooperation.
8. Tenant acknowledges that **used or secondhand furniture** is the primary way that bed bugs and roaches are spread. Tenant agrees to carefully inspect any **used or secondhand furniture**, especially bedding, acquired by or purchased by Tenant that is brought into the Rental Property. Tenant agrees not to acquire or bring into the Rental Property any **used or second hand furniture** removed from the garbage. Tenant acknowledges that sharing vacuum cleaners, etc. is another highly possible way to spread bed bugs and roaches. Tenant shall not to share such items with other residents.
9. In case of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

Tenant(s) and Guarantor(s) (all sign below)

Name	Signature	Date	Time
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Landlord (all sign below)



Francois Doremieux	Friday 29 July 2016, 8:23AM
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Christel Doremieux	Friday 29 July 2016, 8:23AM
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RENTAL UNIT DISCLOSURES

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

Every person who rents or leases a dwelling unit within the City limits of Boulder, Colorado must be provided with information in accordance with the provisions of Boulder Revised Code, Section 12-2-4 (Ordinance 7158). This information is as follows:

OCCUPANCY LIMITS

1. The dwelling unit you will be renting or leasing at the address of 855 36th St, Boulder CO 80303 may be occupied by no more than 3 unrelated persons.
2. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are the ones listed as Tenant in the Lease.
3. City of Boulder laws permit a renter or lease holder to have a temporary house guest. However, if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result.
4. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000 for each day in violation.

INTEREST ON SECURITY DEPOSITS

If required, interest on security deposits may be paid at the yearly rate specified by the city of Boulder.

NOISE ORDINANCES

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

1. **Disruption of Quiet Enjoyment of the Home, Section 5-3-8, B.R.C. 1981.** This focuses on individual who engage in loud behavior that disrupts a neighbor who is in his or her own home.
2. **Unreasonable Noise, Section 5-6-1, B.R.C. 1981.** This is a provision which can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 1 1:00 p.m.
3. **Excessive Sound Levels, Section 5-6-2, B.R.C. 1981.** This is based upon measuring sound levels with meters. Noise must not exceed 50 decibels between 11:00 p.m. and 7:00 a.m. in a residential zone. Late at night, the ambient or background noise level in most neighborhoods is approximately 35 decibels. A sound 15 decibels greater than background noise (50 dBA), such as a loud stereo, will wake the average person from a deep sleep.

FIREWORKS ORDINANCE: Section 5-6-6, BRC. 1981: Except for police, military & certain other personnel described in Boulder's Code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere within the City without first having obtained a permit.

NUISANCE PARTY ORDINANCE

A nuisance party is a gathering at which one of a number of violations of Boulder's Code provisions occurs. These include the unlawful consumption of alcohol, the unlawful provision of alcohol to minors, property damage, obstruction of traffic, or the generation of excessive noise. A nuisance party is also any party at which an open keg of beer is located in the front yard setback, on the front porch, or in an unscreened side yard, of a property. Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to \$1,000 and 90 days in jail

TRASH ORDINANCE

Trash Contract Required, Subsection 6-3-3(b), B.R.C. 1981. Every rental property is required to maintain a valid contract with a commercial trash hauler providing for the of accumulated trash on at least a weekly basis: this trash contract is the responsibility of Tenant. No overflowing trash receptacles are allowed; recycling bins/carts can be put

out no more than 12 hours to pick up and empty receptacles must be brought in within 12 hours of pick-up. Violation of these ordinances can be subject to \$250 fine plus required Municipal Court appearance.

WEED & SNOW REMOVAL ORDINANCES

Growth or Accumulation of Weeds Prohibited. Section 6-2-3. B.R.C.1981. It is a violation to allow weeds to grow to a height greater than twelve inches.

Duty to Keep Sidewalks Clear of Snow Section 8-2-13, B.R.C. 1981. Occupants of residential units, along with property managers, are responsible to keep public sidewalks and walkways abutting their residential premises clear of snow. Snow removal is the responsibility of Tenants.

PARKING ON (OR BLOCKING) SIDEWALK

Parking on a Sidewalk Prohibited, Paragraph 7-6-13(a)(1), B.R.C. 1981. No vehicle may be stopped or parked on or within a sidewalk. This prohibits parking in a driveway in a way that blocks the sidewalk.

ACKNOWLEDGMENT: The undersigned Tenant(s) acknowledge that any violation of any federal, state or local regulation, law or ordinance, including, but not limited to those referenced in this Addendum, by persons at the leased premises can expose the Landlord to substantial penalty and loss and substantially endanger the property of the Landlord. Consequently, all Tenants hereby acknowledge that any violation of any federal, state or local regulation, law, or ordinance by any person at the premises shall constitute a Substantial Violation of the terms of the lease, as defined by C.R.S. 13-40- 107.5 and entitle the Landlord to possession of the premises, following a three-day Notice to Quit. All Tenants shall abide by all federal, state and local regulations, laws and ordinances, including, but not limited to those referenced in this

Addendum and shall cause any other person at the premises to do the same. Each Tenant hereby indemnifies and shall hold the Landlord harmless from any and all liability, fines, penalties, losses, and damages associated with any violation of any regulation, law, or ordinance by any Tenant or other person at the property, during the term of lease. Tenant also hereby indemnifies and shall hold the Landlord harmless from any and all liability, fines, penalties, losses, and damages associated with any claimed violation of any regulation, law, or ordinance by the Landlord, during the term of lease, if such violation is in any way related to the behavior, residency, or presence of any person at the premises, other than the Landlord, including, but not limited to, claims that the Landlord failed to reasonably supervise, screen or remove any Tenant or other person at the premises. This obligation to indemnify and hold harmless shall be joint and several between all Tenants, shall inure to the benefit of any successor in interest or assignee of the Landlord, and shall include any cost and attorney fees of Landlord in defending such claims or enforcing this Addendum.

I have read and understand these disclosures and potential consequences including that if I violate these city regulations my tenancy can be terminated and I can be subject to eviction and legal action may be taken against me by the landlord. This is to be signed by every tenant, other than minor children living with a supervising parent or other custodians:

Tenant(s) and Guarantor(s) (all sign below)

Name	Signature	Date	Time
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