

POLICIES (RULES AND REGULATIONS) & PROCEDURES
ADDENDUM A

IT IS THE SINCERE DESIRE OF MANAGEMENT THAT YOU ENJOY YOUR NEW HOME. THE INFORMATION PROVIDED HEREIN IS DESIGNED TO MAKE YOUR TIME A PLEASANT ONE.

POLICIES

1. Pets

The Ledges is a **PET FREE** property. Pets of any kind **ARE NOT** allowed on or in the property. This includes “visiting pets”. Resident(s) understand and agree that they will not keep or harbor pets of any kind on the property; nor will they allow “visiting pets” on property and/or within a Residence. Breach of this policy can be the basis for immediate termination of the Lease and can result in additional charges to the Resident(s) immediately, or at the end of the Lease Term, to repair any damage caused by a pet. These charges could possibly include; completely repainting the Residence, completely re-carpeting the Residence and additional cleaning in order to repair any damage caused by a pet. The cost of such will be deducted from the Security Deposit.

Resident(s) understand and agree that if Resident(s) or Resident(s) guests are found to have a pet on the premises (in violation of section 21 of the Lease) **Resident(s) will pay an additional \$400 rent for any week in which an unauthorized animal is present for any portion of said week on rental premises.** To ensure that the pet has been permanently removed from the property. Resident(s) understand and agree that there may be unannounced daily inspections until such time as the Owner/Agent determines that the pet has been permanently removed.

2. Smoking

The Ledges. is a **NON-SMOKING** property, Resident(s) or Resident's guests **ARE NOT** allowed to smoke on the property (this includes but is not limited to tobacco, marijuana, hookahs). Resident(s) understand and agree that smoking on the property, and/or within a Residence, may result in “smoking damage” that can result in additional charges at the end of the Lease Term possibly including; completely repainting the Residence, completely re-carpeting the Residence, additional cleaning charges and the replacement of all window coverings in order to remove the “smoke damage”. The cost of such will be deducted from the Security Deposit.

3. Parking

All parking spaces are assigned to a specific Resident. Resident(s) understand and agree that they are responsible for the use and administration of the assigned parking space. The assigned parking space is for the use of Resident(s) of a specific Residence, there is no “guest parking”.

Any vehicle parked in an assigned space must be in normal working order. Working on (repairing) vehicles parked in the assigned space is prohibited. Car washing is not permitted on the property.

There is no designated "motorcycle only" parking area. Resident(s) may park motorcycles in an assigned parking space along with a vehicle as long as both vehicle and motorcycle are within the assigned space.

No trailers, boats or campers may be stored on the property.

Resident(s) agree that bicycles shall only be parked/stored at the designated bicycle racks or in the individual Residence Storage Closet. Bicycles may never be stored in the Residence or on the Residence private decks, balconies or patios.

Bicycles may not be locked/attached to any banisters, railings, light posts, utility meters, or anything other than the designated bicycle racks. Resident(s) agree that the Owner/Agent may immediately remove any bicycle found so attached and place it in storage at Resident's expense (at a storage rate of \$30.00 per day) 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 bicycle. Under no circumstances shall the Owner/Agent incur any liability for the loss or damage to such abandoned property.

4. Exterior & Interior Alterations

Resident(s) understand and agree that alterations, additions or painting are not allowed to be made to the Residence. Hanging hooks may not be placed in the ceilings or walls of the Residence. If necessary, small nails designed to hang objects on the walls may be used; gummed hangers or hanging tape is not allowed.

Resident(s) understand and agree that signs, decorations and/or window coverings (other than those provided by Poppy Property Management) are not allowed in the windows, on the decks/patios/balconies or on the exterior doors.

Resident(s) understand and agree that the installation of cables, cable wires, wires, aerials, antennas for radios or television, ropes, satellite dishes etc., on the roof, decks or other parts of the building is prohibited. Resident(s)'s may not authorize another company or party to attach anything to the property.

5. Maintenance

- Resident(s) agree to keep their Residences, private decks, balconies, patios and the common areas neat and clean. Only "outdoor furniture" is allowed on the private decks, balconies, patios.
- Resident(s) shall be solely responsible for burnt light bulbs, batteries, tripped breakers, window coverings, broken windows and window screens including said items in the common spaces including but not limited to hallways and laundry rooms, and agrees to pay the cost of repair or replacement of these items at the end of the lease.
- Owner, at Owners' expense, shall be responsible for pest control for the first month of the lease term. Resident(s), at Residents' expense shall be responsible thereafter.
- Owner, at Owners' expense, shall be responsible for repair of the oven/stove and refrigerator. Resident(s), at Residents' expense shall be responsible for the repair of the garbage disposal, ice maker, and dishwasher. If repair of said oven/stove or refrigerator is due to negligence or abuse by Resident(s), Resident(s) shall be responsible for the repair.
- Resident(s), at Residents' expense shall be responsible for the cost associated with unclogging/clearing of interior drains.

- Resident(s) agrees not to turn furnaces completely off during cold weather months. All Residences must maintain a minimum temperature 55 degrees inside the residence at all times during cold weather months, even if the Residence will be temporarily vacant. Any damage due to broken or frozen pipes because furnaces were shut off will be the responsibility of Resident(s). Resident(s) will be charged the costs of all labor and material for necessary repairs. Resident(s) agree to be liable for any damage caused to another Resident's property from the damage due to broken or frozen pipes.
- Resident(s) understand and agree that Fire/CO detectors have been installed in the Residences. Resident(s) are required to have an operational Fire/CO detector in your Residence at all times. Resident(s) are required to notify Owner/Agent immediately if the detector becomes non-operational. Non-operational Fire/CO detectors will be replaced upon notice/discovery by the Owner/Agent. Resident(s) are prohibited from tampering or dismantling the Fire/CO detectors installed in the Residence at any time. The replacement cost of a Fire/CO detector damaged or removed by the Resident(s) will be \$150.00 plus installation. If a Fire/CO detector alarm sounds at any time during your Residency, contact the City of Boulder Fire Department immediately by calling 911 from outside your Residence.
- Resident(s) understand and agree that the owner will provide a used Clothes Washing Machine and Clothes Dryer in satisfactory working condition at the beginning of the Lease Term. Resident(s) further understand and agree that the maintenance and repair or replacement of those machines is **the sole responsibility of the Resident(s) during the Lease Term regardless of used condition.**
- Resident(s) understand and agree that defective or non functioning Residence components should be reported to Owner/Agent immediately in writing. Resident(s) will be charged for any damage to the residence resulting from negligence, Resident(s) or Residents' Guests acts or from delay in reporting defects or non functioning Residence components in the Residence or on the property, including but not limited to excessive water bills.

6. Trash & Recycling

Resident(s) agree to dispose of trash and recycling items in the appropriate trash/recycling container. The trash and recycling center is located adjacent to the rear building entry door in the parking area. Please assist in keeping the trash/recycling center neat and clean by putting all trash and recycling items **INSIDE** the appropriate containers and closing the lids. Furniture and other large objects may not be disposed of in the trash and recycling containers. Owner shall pay for once weekly trash pickup of the grounds and common areas and twice weekly dumpster and recycling pickup. Residents shall be responsible for additional trash removal charges (I.E. furniture or mattress disposal charges).

7. Outside and Common Area Maintenance

Resident(s) understand and agree that Resident(s) shall be responsible for the snow removal from the individual Residence private decks, patios and balconies. Snow removal from the individual Residence private decks, patios and balconies are not the responsibility of the Owner/Agent. **Snow removal shall be completed within 24 hours of a snowfall or at the Owner/Agent sole discretion, the Owner/Agent may have the private decks, patios and balconies cleared of snow and charge the Residents for the costs of the snow removal.**

Resident(s) agree all walkways and common areas will be kept clear of all obstructions. Any objects found in these areas will be either stored or disposed of at Resident(s) expense.

Resident(s) agree all walkways and common areas will be kept in good working condition. Resident(s) understand and agree that any repairs needed to walkways and common areas are Resident(s) responsibility.

Residents are required to keep the individual residence private decks, patios and balconies 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.

Additional maintenance of common areas and parking areas is requested of Resident(s) by the Owner/Agent by picking up any trash or debris found on the property and disposing of it in the appropriate trash/recycling container. If additional fees are incurred for such maintenance, Resident(s) understand and agree that Resident(s) shall be responsible for expense.

Resident(s) agree to pay any trash or noise violations issued by the City of Boulder.

8. Rooftops

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

9. Noise and Nuisance

Resident(s) understand and agree that they are subject to the City of Boulder's Noise and Nuisance ordinances referenced in the Attached Mandated Rental Unit Disclosure. 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. There is no loitering allowed in the Common Areas.

10. Third Party Damages

Resident(s) understand and agree that damage caused by Resident(s); guests, movers, or employees in the Residence or in the common areas, shall be the responsibility of the Resident(s) and that the cost to repair any damage done shall be paid for by Resident(s) at the time the damage occurs.

11. Vandalism

Resident(s) understand and agree that Resident(s) must report to the Police and the Owner/Agent any claims of vandalism to the Residence within 24 hours of occurrence. Resident(s) may be held responsible for any damage to the Residence, including but not limited to private residence and common areas of the property, caused by vandalism if the occurrence is not reported within 24 hours. Any occurrence of vandalism will be investigated by the Police and the Owner/Agent on a case by case basis and a determination will be made by the Police and/or Owner/Agent as to who is responsible for the cost of the damage. Owner/Agent maintains the right to equally divide the costs of such damage between all residents of the property.

12. Prohibited Items

Resident(s) hereby understand and acknowledge that the following list of items are strictly prohibited from The Ledges without the Owner's written consent. Owners shall post written notice for removal of prohibited items on the front door of the subject property. In the event the items are not removed within 3 days from said notice, then Owner shall reserve the right to remove items at Resident(s) expense.

Prohibited items list includes: **Kegeators, Outside Refrigerators, Swimming/Wading Pools, Water Slides, Snow Ramps, Pool Table, Foosball Tables, Ping Pong Tables, Beer Pong Tables, Folding Tables, Aquariums, Dog Houses, Any Pet Items, Trampolines, Hammocks, Hanging Chairs, Outside Tires, Outside Kegs, Outside Mattresses, Fireworks, Tiki Torches, Lighter Fluid, Dart Boards, Cinder Blocks, Portable Bars, Horseshoe or Washer Pits, Volleyball Nets.**

13. Acknowledgement of The Security Policy

Resident(s) understand and agree that the Owner/Agent has not made any representations, written or oral, regarding the safety of the leased premises or the usefulness or operability of any security devices or security measures installed or instituted on the property.

Resident(s) understand and agree that the Owner/Agent does not warrant or guarantee the safety or security of Resident(s) or Resident's guests against any criminal or wrongful acts by third parties.

Resident(s) understand and agree that each Resident or Resident's guests are to be responsible for protecting their own person and property.

Resident(s) understand and agree that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Resident(s) understand and agree that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

PROCEDURES

1. Rent

Resident(s) understand and agree that:

The monthly rental installment is due and payable at the PO Box of the Owner/Agent on or before the first day of the month. Owner/Agent will assess a 5% late fee on rent received after 9a.m. on the 5th day of the month and an additional 5% late fee on rent received after 9a.m. on the 10th day of the month.

Cash is not accepted. The monthly rental installment Check, Money Order, Cashier's Check, Electronic Funds Transfer, or Credit Card Payments **shall be made payable to PIPFA Ledges, LLC** Monthly rental installment payments made payable to any other entity/person may not be accepted. Late fees will accrue until such time as the monthly rental installment payment payable to **PIPFA Ledges, LLC** is received. The monthly rental installment Check, Money Order or Cashiers Check shall be for the exact amount due. The monthly rental installment Check, Money Order, Cashier's Check, Electronic Funds Transfer, or Credit Card Payments shall include the Residence number on them. Delinquent monthly rental installments are subject to the penalties specified in the Lease. Checks returned for Non Sufficient Funds; penalties will be applied as specified in the Lease and all remaining monthly rental installments will be required to be in the form of a Cashier's Check or Money Order.

2. **Security Deposit**

Resident(s) understand and agree that:

The Security Deposit is due and payable upon execution of the Lease.

Simple Interest shall accrue on the Security Deposit as specified in the Lease.

The Security Deposit and accrued interest shall be returned to the Resident(s) within 60 days of termination of the Lease or end of the Lease Term, whichever occurs first, as specified in the Lease.

At Owner/Agent's discretion, Resident(s) security deposit may be used to discharge Resident(s) Lease obligations as specified in the Lease including but not limited to; payment of rent and/or performance of the other Lease obligations as specified in the Lease. To the degree that all or any portion of the security deposit being held by Owner/Agent be depleted, subject to this paragraph, Resident(s) shall replenish the security deposit up to the amount of the original security deposit amount to be held by the Owner /Agent (as specified in the Lease) within (14) fourteen days of Resident(s) receipt of written notice from Owner/Agent to replenish the security deposit. The failure of Resident(s) to replenish the security deposit as specified above shall constitute a breach of this Lease and can be grounds for eviction.

3. **Move In & Move Out**

Resident(s) understand and agree that:

Any balances due shall be paid in full prior to Resident(s) taking possession of the Residence as specified in the Lease.

All Lease Documents shall be fully executed and in the Owner/Agents possession prior to Resident(s) taking possession of the Residence as specified in the Lease.

Keys shall only be issued to the Resident(s) who have signed the Lease. Resident(s) are not allowed to make copies of bedroom keys, or mail keys. If bedroom keys or mail keys are lost or damaged,

replacements will be provided at cost \$5 replacement plus administrative charges of \$45. If electronic key fobs are lost or damaged, replacements will be provided at a cost of \$240 replacement plus administrative charges of \$10.

Move in time is after 12:00p.m. on the date specified in the Lease. Early move in is typically not possible. However, if Resident(s) desires an early move in and if conditions allow, Owner/Agent shall make every effort to accommodate the Resident(s) request for an early move in. Additional daily rent shall apply.

If possession of the Residence is or will be delayed for construction, legal proceedings, repairs, cleaning, a previous Resident's "holding over" or any other cause beyond the control of the Owner/Agent, the Owner/Agent shall not be liable for the delay. The Lease shall remain in force and effect subject to the following:

Resident(s) shall be responsible for establishing, maintaining and paying for the following utilities or services connected with the premises:

Gas & Electricity

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. Resident(s) shall provide confirmation of said account prior to occupancy. The costs for utility connections and/or services and for billing are the responsibility of the Resident(s).

Possession of the Residence shall be returned to the Owner/Agent on the day and time as specified in the Lease and in the exact condition as specified in the Lease. Should the condition of the Residence not be in the move out condition as specified in the Lease; Resident(s) authorizes the Owner/Agent to have necessary cleaning and repairs done. Resident(s) understands and agrees that all costs incurred for cleaning and repairs will be withheld from Security Deposit, and that Resident(s) may also be charged additional rent at \$200 per day if Owner/Agent is unable to re-rent or allow possession by a subsequent Resident(s) because of the need to clean and/or repair damage caused by Resident(s).

Upon termination of the Lease or end of the Lease Term, whichever occurs first, as specified in the Lease, Owner/Agent shall contract for professional deep cleaning. The cost of these services shall be deducted from the Resident(s) security deposit. It is expressly understood and agreed that the cost of such final cleaning/repairs shall be deducted from Resident(s)'s Security Deposit at the rate of \$200 per resident. Owner/Agent shall also contract for professional carpet cleaning and professional repairs and painting (if considered necessary by the Owner/Agent) of Residence at the Resident(s) expense. It is expressly understood and agreed that the cost of such final cleaning/repairs shall be deducted from Resident(s)'s Security Deposit at the rate of \$75 per hour.

If the Resident(s) wishes to contract for these services on their own, they must first have written approval of the Owner/Agent, said approval shall not be unreasonably withheld. Owner/Agent requires that all companies providing said services must be:

1. Licensed to conduct business in the City of Boulder.
2. Have General Liability Insurance coverage in the amount minimum of \$2,000,000.00.

- A. A certificate of Insurance must be provided to the Owner/Agent 7 days prior to the commencement of any services in the Residence.
- B. Provide proof that all employees are bonded and do not have criminal records.
- C. Provide the Owner/Agent with a written proposal for the services to be provided and a schedule for the completion of those services.
 - A. Companies must provide the above to the Owner/Agent 7 days prior to the commencement of any services in the Residence.

Owner/Agent reserves the right to re-clean the carpets, **if necessary**, with a contractor of Owner/Agent's choice. Owner/Agent reserves the right to re-paint, **if necessary**, with a contractor of Owner/Agent's choice. Painting shall include but is not limited to painting entire walls, rooms, or the entire Residence **if necessary**. Owner/Agent reserves the right to re-clean the Residence, **if necessary**, with a contractor of Owner/Agent's choice. Resident(s) agrees to pay the costs for the re-cleaning/painting services, **if necessary**, which will be deducted from Resident(s) security deposit.

Move out in time is before 12:00 Noon on the date specified in the Lease. "Hold Over Tenancies" are subject to the terms and penalties as specified in the Lease.

Resident(s) shall arrange for and pay any applicable utility transfer fees, (if any) at the time of move-out or said fees will be deducted from the security deposit.

4. **Maintenance Requests**

Resident(s) understand and agree that:

All Maintenance Requests shall be made in writing via e-mail to: **theledges@popppm.com**

Owner/Agent will make arrangements for any required repairs, as needed. Owner/Agent shall respond to all Maintenance Requests in a timely manner. If the written Maintenance Request has not been addressed within five business days of being reported to the Owner/Agent, the Resident(s) are required to contact the Owner/Agent directly at that time.

Repairs done or authorized by Resident(s) are not allowed. Owner/Agent shall not be financially responsible for repairs done or authorized by Resident(s). NOTE: Plunging toilets and repairing clogged toilets is the Resident(s) responsibility. Do not flush anything except bodily waste and toilet paper down the toilet. Resident(s) will be charged for any/all repairs related to a stopped up toilet.

Emergency Maintenance Requests (defined as; immediate threat to life or the property, no heat (winter only), no electricity, major water leaks, clogged pipes or a non functioning refrigerator) should be called into the offices of the Owner/Agent and/or the appropriate Emergency Services.

Lockout service is available to Resident(s) only. The fee for this service is \$50.00 DURING NORMAL OFFICE HOURS and \$150.00 DURING All OTHER HOURS. The fee is due and payable prior to access to the Residence. Proper identification is required for access to the Residence.

5. **Pre-Leasing**

Resident(s) understand and agree that:

The Owner/Agent is herein giving the Resident(s) advance notice that the Owner/Agent will be offering the Residence for “pre- lease” for the following school year during the term of the Resident(s) Lease. In order for the Resident(s) wish to be considered for a renewal/extension of their current lease beyond the fixed term stated in the Lease, Resident(s) must submit a written request to renew/extend their current to the Agent prior to **October 15th** during the term of this lease. Be advised; for those Residents considering a renewal/extension of their current Lease, an early notification/request is advised. Lease renewal/extension is at the sole discretion of the Owner/Agent. The Owner/Agent may begin showing the Residences, in effort to “pre-lease” the Residence at any time. Discounts may be available for renewing Residents.

6. **Mandates Rental Unit Disclosure**

Resident(s) understand and agree that:

Resident shall comply with all Ordinances contained in the attached Mandated Rental Unit Disclosure Addendum

7. **Lead Based Paint Disclosure**

Resident(s) understand and acknowledge that:

Resident(s) has received and read the mandated Lead Based Paint Disclosures.

8. **Administrative Fees Assesment**

Resident(s) understand and agree that:

Resident(s) shall be required to pay an administrative fee to Agent of \$250 per hour for any time that Agent is required to spend regarding any potential or actual legal proceedings regarding any aspect of the Resident(s) tenancy or for time spent in court and/ or preparing for court related to any fines, tickets, or summons related to acts of the Resident(s) or Resident(s) guests. Resident(s) agree to pay such fees upon receipt of a statement from the Agent itemizing such fees. In addition to the above, Resident(s) shall pay an administrative fee to Agent of \$250 as an eviction processing fee if the Resident(s) is evicted.

READ & UNDERSTOOD:

SIGNATURE

EMAIL

PHONE

SSN/DL #
