

ADDENDUM - MOLD PREVENTION (p. 1 OF 2)

This is an Addendum to the Lease dated _____ (the "Lease Date"), by and between _____ (Landlord) and (Tenants) _____, _____ and _____, (collectively hereinafter "Tenant"), for the premises known as _____ County of _____, State of Colorado ("Premises").

It is the goal of _____ (Landlord) to provide a quality living environment for its tenants. To help achieve this goal it is important we work together to minimize any mold growth in your Premises. That is why this Addendum contains important information for you, as well as responsibilities for both you and us.

ABOUT MOLD

Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a Premises, mold can grow. There is conflicting scientific evidence as to what contributes a sufficient accumulation of mold that could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Preventing Mold Begins With You

In order to minimize the potential for mold growth in your Premises, you must do the following:

- Keep your Premises clean – particularly the kitchen, the bathroom(s), carpets and floors. Regularly vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
- Immediately throw away moldy food.
- Remove visible moisture accumulating on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines, especially if the leak is large enough for water to infiltrate nearby walls. When showering, be sure to keep the shower curtain inside the tub and fully close the shower doors.

In Order to Avoid Mold Growth

It is important to prevent excess moisture buildup in your Premises. Failure to pay prompt attention to leaks and moisture that might accumulate on Premises surfaces or that might get inside walls or ceilings can encourage mold growth.

Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, refrigerators, A/C drip pans or clogged A/C condensation lines; and
- Leaks from plumbing lines or fixtures, washing machine hose leaks, leaks into walls from bad or missing grouting / caulking around showers, tubs or sinks.

If Small Areas Of Mold Have Already Occurred On Non-Porous Surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as *Lysol Disinfectant*, *Pine-Sol Disinfectant*, *Tilex Mildew Remover*, or *Clorox Cleanup*. Please note, only a few of the common household cleaners will actually kill mold. *Tilex* and *Clorox* contain bleach, which can discolor or stain. **Be sure to follow the instructions on the container. Do not clean or apply household biocides to (1) visible mold on porous surfaces, such as sheet rock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces.** Instead, notify us in writing, and we will take appropriate action.

Tenant Obligations Regarding Mold

Tenant shall provide appropriate climate control within the Premises, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees to periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, air conditioners, and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

Tenant also agrees to immediately report to the Landlord: (1) any evidence of a water leak or excessive moisture in the Premises, as well as any storage room, garage, or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises; and (4) any inoperable doors and windows.

Landlord's Obligations Regarding Mold

Upon written notification from Tenant regarding signs of water leaks, water infiltration, or mold, or any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises, Landlord shall make necessary repairs to the Premises in accordance with state law and the Lease, provided such damage was not caused by the misuse or neglect of Tenant, or any occupants or guests of Tenant.

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Remedies

A breach of this Mold Prevention Addendum by Tenant shall be a violation of the Lease, allowing Landlord to recover possession of the Premises, in accordance with state law, and all other rights and remedies contained in the Lease. In the event of a breach of this Mold Prevention Addendum by Landlord, Tenant’s remedies are limited to the remedies set forth in C.R.S. § 38-12-501, et seq. Landlord shall in no event be liable for consequential damages such as damages to Tenant’s personal property or claims of adverse health conditions associated with exposure to mold.

Warranties, Indemnifications, and Release

Tenant hereby indemnifies and shall hold Landlord harmless from any and all claims or causes of action, arising (in whole or in part) from Tenant’s breach of the obligations contained in this Mold Prevention Addendum. Tenant hereby releases Landlord from any and all claims of Tenant or occupant for the presence of mold in the Premises, other than claims based on breach of this Mold Prevention Addendum by Landlord, and further releases Landlord from any 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.

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY TSCHETTER SULZER, PC.

Landlord/Agent for Landlord	Date		Tenant	Date
			Tenant	Date
			Tenant	Date

ADDENDUM - ASBESTOS (p. 1 OF 2)

This is an Addendum to the Residential Lease Agreement dated «LeaseDate» (the "Lease"), by and between «Owner» (hereinafter "Owner") of the Apartment Community known as «CommunityName», and «Tenant1», «Tenant2», «Tenant3», and «Tenant4», (collectively hereinafter "Tenant"), for the premises known as «Address», «AptNumber», «City» Colorado «Zip», County of «County», State of Colorado ("Premises" or "apartment").

ASBESTOS - DISCLOSURES - WARNING

1. **Disclosure of Asbestos.** In the past, asbestos was a commonly used insulation material in heating facilities and in certain types of floors, walls, and ceiling materials, shingles, plaster products, cement and other building materials. Asbestos was used because of its fire resistance and insulation properties. Specifically, in most dwellings that were built prior to 1981 and in some built after that up to approximately 1988, asbestos was commonly used as a construction material. Depending on the age of the Premises, asbestos may be present in various parts of your apartment as asbestos construction materials may have been used in the original construction or in renovations. Asbestos is or may be present in the walls, ceilings, flooring materials and other building components in your apartment and the common areas of this property.

2. **Asbestos Warning.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos in building materials does not pose a health risk to tenants and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

Asbestos is a naturally occurring, fibrous mineral that can only be identified under a microscope. Asbestos is found in the ground and is mined all over the world. In the past, asbestos was added to different products as insulation and for fire resistance. Asbestos is only harmful when its fibers become airborne and are inhaled or ingested. The lightness of the asbestos fibers allows them to stay airborne for long periods of time and to travel a far distance. Once inside the body, the asbestos hooks into the lining of the lungs or other parts of the respiratory tract and remains there forever. Despite these dangers, asbestos is still found in more than 3,000 products today.

3. **Acknowledgement of Asbestos Hazard.** By executing this Addendum, Tenant acknowledges that Tenant is aware that asbestos materials are hazardous to one's health, specifically and particularly if asbestos fibers are released into the air and inhaled. Tenant further acknowledges that Owner has warned Tenant that the Premises or Community may contain asbestos.

4. **Tenant's Agreement to Not Disturb Asbestos Areas.** While Owner is not aware of any conditions which would be harmful, Owner strongly cautions Tenant not to disturb any part of the building in which Tenant's apartment is located. In particular, but not limited to, structures having "popcorn" or "cottage cheese" type ceilings because these areas may contain asbestos fibers or asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers in the air. Any disturbance of ceilings, walls, or floors should be done only by licensed abatement contractors. Accordingly, Tenant shall not install fixtures, hooks or other hanging objects from the ceiling, walls or floors of your apartment and shall not drill, sand, grind, paint or break into any walls, floors or ceilings. Further Tenant shall not make, cause, or allow any improvements, alterations, modifications, construction or repairs to areas of the Premises potentially containing asbestos, including floors, walls, and ceilings. Disturbing any of these areas or materials may create various dusts and debris that could be inhaled with serious health consequences. If there is anything relating to Tenant's apartment, which might require any modification, repair, or change in the walls, ceilings, or floors, Tenant agrees to notify Owner's onsite agents so work may be performed by properly trained personnel. In addition, if Tenant becomes aware of any damage or disturbances of any building materials, including particularly ceiling leaks or floor, wall, or ceiling damage, Tenant agrees to notify Owner immediately so Owner can take proper measures. Tenant shall be responsible for and pay Owner all damages caused by Tenant's violation of this Addendum, including but not limited to all asbestos abatement costs.

5. **Asbestos Non-Disturbance Rules.** In addition to Tenant's other obligations under this Addendum, to prevent the disturbance and potential release of asbestos fibers, Tenant shall abide by the following rules at all times. Tenant may hang pictures and wall ornaments by driving hangers into walls, but shall not make any hole greater than one-quarter inch in diameter without the express written approval of the Owner. Tenant shall not drill holes for any purpose such as the installation of drapery rods or other fixtures. If requested by Tenant in writing, Owner shall arrange for such installations if approved in Owner's absolute discretion. Tenant shall immediately notify Owner of any holes of one quarter inch or larger in walls or ceilings. Tenant shall immediately notify Owner of any damaged vinyl flooring materials, or wall or ceiling materials that is crumbling, peeling, or is in any other way damaged. Upon notifications, Owner shall arrange for appropriate repairs if, in Owner's sole discretion, such repairs are necessary. Tenant shall never cause or make Tenant's own repairs.

6. **Relocation of Tenant.** If Owner determines in Owner's sole and reasonable judgment that a threat of asbestos exposure exists in the Premises (hereinafter an "asbestos event"), Tenant shall, within twenty-four (24) hours of receiving written notification from Owner, relocate to alternative housing. Tenant shall not return to the Premises until Owner has been able to complete repairs, if necessary, and any threat of asbestos exposure has been removed or abated. In cases of extreme emergency or danger, Tenant agrees to and shall evacuate the Premises immediately upon verbal or written notice from Owner or any governmental authority. By way of example but not limitation, significant exposure of asbestos due to fire or

flood requires Tenant to evacuate and relocate immediately. Tenant shall not return to the Premises if the Lease is terminated in accordance with its terms or law.

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7. Failure to Relocate or Remove Personal Property. Tenant agrees that potential exposure to asbestos represents a health, safety and welfare concern for Tenant, and Tenant’s occupants, guests or invitees. Accordingly, if Tenant fails or refuses to temporarily relocate to alternative housing in the applicable time period determined by the asbestos event, Owner shall be immediately entitled to terminate Tenant’s right of occupancy by serving Tenant with a notice to quit and surrender possession of the Premises. Regardless of Tenant’s whereabouts or location, Owner may serve this notice to quit by posting such notice on the Premises. Owner shall have the right to legally enforce such notice by immediately filing such notice with an applicable court to obtain a court order for possession of the Premises. Alternatively, or simultaneously, upon order, directive, or authority from any governmental authority, Owner may immediately secure the Premises through whatever means necessary, including but not limited to, changing locks on the Premises. Upon lock-out or eviction, Tenant shall not be entitled to enter the Premises until such time as Owner has been able to complete repairs in accordance with applicable legal standards, or upon court order, or with the authority of any applicable governmental authority. If any of Tenant’s personal property is damaged or contaminated by an asbestos event as determined by law, Tenant shall within fourteen (14) days cause such personal property to be removed from the Premises, but shall only be allowed to remove such personal property in compliance with the law. If Tenant fails to remove Tenant’s personal property from the Premises in compliance with the law within thirty days, Tenant hereby consents to Owner removing such property from the Premises in a manner determined by Owner, in Owner’s sole discretion, and in compliance with the law. Tenant hereby agrees to indemnify and hold harmless Owner and its agents against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, reasonable attorney’s fees and court costs, as a result of Tenant’s failure for any reason to relocate, Owner securing of the Premises, Tenant’s failure to remove Tenant’s personal property in accordance with the law, or Tenant’s re-entry into the Premises in violation of this Addendum, court order, or governmental order.

8. Non-Liability, Waiver, and Indemnification. Owner, its agents, officers, employees, and affiliates shall have no liability to Tenant for the existence of asbestos within the Premises. Nor shall there be liability for any effects relating to the existence of asbestos. Tenant agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, reasonable attorney’s fees and court costs, that may be made against Owner (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the release of asbestos by actions or negligence of Tenant or Tenant’s occupants, guests or invitees, or actions beyond the Owner’s reasonable control. Tenant further agrees that Owner shall not be liable for any damages caused to Tenant or any property within the Premises as a result of the presence of asbestos. Tenant shall indemnify Owner from any liability relating to asbestos resulting from damages to any person or property within Tenant’s Premises regardless of the source of the asbestos. This section shall survive the termination of the Lease and/or any extensions or renewals.

9. Miscellaneous. In the event of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall control. This Addendum shall remain in effect and apply, as long as Tenant occupies the Premises, and shall apply to any renewal of the Lease even if a subsequent Addendum is not executed upon any renewal.

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Landlord/Agent for Landlord	Date	Tenant	Date
		Tenant	Date
		Tenant	Date

ADDENDUM - PET ADDENDUM (p. 1 OF 1)

This is an Addendum to the Lease dated _____ (the "Lease Date"), by and between _____ (Landlord) and (Tenants) _____, _____ and _____, (collectively hereinafter "Tenant"), for the premises known as _____ County of _____, State of Colorado ("Premises").

Tenant agrees to pay an additional \$ _____ (Pet Fee) per month [] per pet [] per unit, beginning on the _____ (Date) and each and every month thereafter that Tenant is obligated to pay total monthly rent in accordance with the terms of Tenant's Lease.

1. Pet #1 is a full-grown _____ (dog/cat, male/female), which is approximately _____ years of age, and weighs _____ pounds.

Pet #2 is a full-grown _____ (dog/cat, male/female), which is approximately _____ years of age, and weighs _____ pounds.

2. Pet #1 is generally described as follows, insofar as breed and physical characteristics are concerned:

Pet #2 is generally described as follows, insofar as breed and physical characteristics are concerned:

3. Pet #1's name is: _____. Pet #2's name is: _____.

4. Said pet(s) has been properly licensed and inoculated for rabies and other usual inoculations for the type of animal.

5. Regardless of Tenant's breed representation or classification above, Tenant agrees that Landlord shall make the final determination as to the breed of Tenant's pet(s) in Landlord's sole and absolute discretion if a dispute regarding breed arises. Tenant further agrees that pit bulls are banned from the Premises and Community, and shall not be allowed at any time. Pit Bull shall have the broadest possible meaning and includes but is not limited to any dog that is an American Pit Bull Terrier, Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing the majority of physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds, or any dog that is defined as a pit bull by any law, statute, or ordinance.

6. Permission to keep a pet is restricted to the particular animal pet(s) described above and does not extend to any other animal whatsoever. Tenant agrees that Tenant must obtain Landlord's approval for any additional or different pet(s) not specifically listed in this Addendum and pay Landlord any applicable fee, charges, or pet fee associated with any additional or different pet(s). Tenant agrees that Landlord may terminate Tenant's occupancy rights in the Premises after ten (10) days written demand for compliance if Tenant harbors any pet, including any visiting pet, for any duration that is either not expressly approved in writing by Landlord or that is not covered by a written Pet Addendum.

7. Tenant states that said pet(s) will not disturb or pose a threat or danger to any person and will not damage any portion of the Property. If in the sole and absolute judgment of the Landlord, the pet(s) disturbs or poses a threat to other persons, Tenant agrees upon ten (10) days written notice, to permanently remove said pet(s) from the Premises. If after receiving notice pursuant to this paragraph Tenant fails to remove any pet(s), Landlord may terminate Tenant's occupancy rights upon ten (10) days' notice to terminate. In any action brought by Landlord to enforce this Pet Addendum, Tenant shall bear the burden of proof regarding any pet's status or removal. Tenant further agrees that Tenant will promptly pay for any damage done to any of the Property by said pet(s), and further agrees to indemnify and hold Landlord harmless from any claim, loss, expense, cost, or damage, including reasonable attorneys' fees by reason of the said pet(s) being on the Property.

8. Tenant agrees to clean up after pet(s) immediately. Tenant understands that there will be a \$50.00 charge for each incident that the Landlord must clean up after said pet(s).

9. Prior to having any pet on the Premises or at the community, Tenant agrees to pay a \$ _____ [] per pet [] per unit deposit in consideration of Landlord allowing the pet(s). The pet deposit(s) is refundable after termination of occupancy, less the cost of cleaning or repairs made necessary by the pet(s), or any other sums owed under the Lease. Neither the fee nor the deposit shall limit the Tenant's liability in the event repair or cleaning is required that exceeds the

above amount. Tenant agrees to pay all damages and costs in excess of the pet deposit(s). In the event the pet deposit(s) amount is not sufficient to cover these costs, Tenant will be responsible for payment of the additional damages and costs.

10. Additional conditions or restrictions (please specify): _____

_____ Landlord/Agent for Landlord	_____ Date	Tenant	_____ Date
		_____ Tenant	_____ Date
		_____ Tenant	_____ Date

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