

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES.
THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.**

RESIDENCE LEASE

This Residence Lease (the “**Lease**”) is made on _____ (date) and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below), other monies due the Landlord (“**Additional Rent**”), and the performance of the promises by Tenant set forth below, Landlord leases to Tenant, and Tenant accepts, the Premises described below, subject to the terms and provisions set forth in the Lease. This Lease shall be deemed to be a Rental Agreement as such term is employed in the Colorado Revised Statutes (the “**Rental Agreement**”).

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** _____
a(n) _____ [Individual, Company, or Type of Entity], (the “**Landlord**”).
2. **Tenant/Occupancy:** 1) _____; 2) _____;
3) _____; and 4) _____; [identify all occupants of the Premises over the age of 18] are persons entitled to occupy the Dwelling Unit to the exclusion of others (collectively referred to in the Lease as the “**Tenant**”). A maximum of _____ people shall occupy the Premises.
3. **Premises:** The following described property situated in _____,
_____, [insert city and county] State of Colorado, described as follows:
Lot _____, Block _____,
Street Address _____, (the “**Premises**”).
The Lease [includes] [excludes] parking, specifically: Parking/Garage Space No. _____ (the “**Parking Space**”).
4. **Term:** Landlord leases the Premises to Tenant from twelve o’clock noon on the _____ day of _____, 20____, and until 11:59 p.m. on the _____ day of _____, 20____ (the “**Term**”). Subject to Tenant’s performance of all obligations under the Lease, including without limitation, payment of Rent and other amounts, Tenant shall enjoy quiet possession of the Premises.
5. **Rent:** Rental for the entire Term is _____
and _____/100 Dollars (\$_____) and shall be paid in monthly installments of _____
_____ and _____/100 Dollars (\$_____) payable in advance, on or before twelve o’clock noon on the first day of each calendar month during the term of the Lease at the location set forth below, without notice (the “**Rent**”). Unless otherwise provided in the Lease, all payments must be mailed or delivered to Landlord (or Landlord’s property management company, as the case may be) at the following address:

If the Term does not begin on the first day of the month, the Rent will be prorated accordingly.
6. **Security Deposit:** Before occupying the Premises, Tenant must deposit with Landlord a security, cleaning, and damage deposit in the amount of _____ and _____/100 Dollars (\$_____) (including Pet Damage Deposit, if applicable, as defined below) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease (the “**Security Deposit**”).
7. **Colorado Revised Statutes Definitions:** The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S., contains the following definitions which may be applicable in conjunction with certain rights and responsibilities imposed by the law: Dwelling Unit is the structure, or the part of the structure, that is used as the home, residence, or sleeping place by Tenant (the “**Dwelling Unit**”). Common areas are the facilities and appurtenances to a Residential Premises, including the grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to Tenant (the “**Common**”).

without limitation, clogging and backing up of plumbing not attributable to ordinary wear and tear of the plumbing system, and plumbing system freeze-ups occasioned by Tenant's negligence.

c. **Keys/Locks:** Tenant shall not place any additional locks on the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders in the locks to be changed or re-keyed in any manner.

d. **Cleanliness of Premises:** Tenant must keep the Premises and the real property surrounding the Premises free and clear of all debris, garbage and rubbish.

27. **Landlord's Maintenance and Repair of the Premises:** Landlord shall be responsible for the maintenance and repair of all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances and glass used in connection with the Premises. More specifically, (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear; (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces or acts of God, or by fire not caused by Tenant; and (iii) any repairs, improvements or maintenance that are required by applicable state and municipal rental housing codes that govern the area in which the Premises are located, including, *inter alia*, the Colorado Warranty of Habitability as set forth in C.R.S. § 38-12-501 *et seq.* Notwithstanding the foregoing provisions of the Lease, if repairs, replacements, restorations, or maintenance have been necessitated by any other reason including, without limitation, Tenant's intentional, reckless or negligent use, misconduct or abuse of the Premises, improvements or systems then Tenant shall be responsible for the cost and expense for repairs, improvements or maintenance occasioned by such acts or omissions. In the event the parties agree in a separate writing to the contrary as specified herein for the Tenant to be responsible for certain repairs and maintenance beyond those articulated to be the Tenant's responsibility in the paragraph above, then the responsibilities of the Landlord, as set forth in this paragraph, shall be modified accordingly.

DEFAULT, NOTICE, AND REMEDIES

28. **Default:** If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice of the Default to Tenant pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (i) declare the Term of the Lease ended; (ii) terminate Tenant's right to possession of the Premises and re-enter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (iii) recover all present and future damages, costs and other relief to which Landlord is entitled; (iv) pursue Landlord's lien remedies; (v) pursue breach of contract remedies; and/or (vi) pursue any and all available remedies in law or equity. If possession is terminated by reason of a Default before the Term expires, Tenant shall still be responsible for the Rent and Additional Rent occurring for the remainder of the Term, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104 (d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, if repeated or substantial Default(s) occur under the Lease, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the above-listed remedies.

29. **Abandonment:** If Tenant abandons the Premises, then Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 30 below.

30. **Re-Entry:** If Landlord re-enters the Premises as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs and reasonable attorneys' fees; and

b. Tenant's personal property and the personal property of any guest, invitee, licensee or occupant may be removed from the Premises and left on the street or alley or, at Landlord's option, it may be removed and stored or disposed of at Landlord's sole discretion. Any expense related to storage of Tenant's personal property is the sole responsibility of Tenant. Landlord shall not be deemed a bailee of the removed property, and Landlord shall not be held liable for either civil or criminal action as a result of the removal. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party as a result of Landlord's action under the term of the Lease; and

c. Landlord may attempt to re-let the Premises for such rent and under such terms as Landlord believes appropriate; and

d. Landlord may enter the Premises, clean and make repairs and charge Tenant accordingly; and

35. **Holdover:** Tenant must vacate the Premises and remove all of Tenant's personal property from the Premises before 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the Lease expires, Tenant remains in possession of the Premises and continues to pay Rent without a written agreement as to possession, then the tenancy will be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

36. **Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections or re-letting to prospective new tenants), after giving reasonable notice to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 30.

37. **Guarantor:** If the Lease is guaranteed, the person(s) guaranteeing the Lease ("**Guarantor**") absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and makes the same warranties and representations as Tenant under the Lease. If Tenant defaults in the performance of Tenant's obligations under the Lease, Guarantor will perform Tenant's obligations.

38. **Subordination:** The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises.

39. **Notices:** All notices required to be sent under the Lease must be in writing and either be: (i) delivered as provided by applicable law, including *inter alia*, §§ 13-40-101, C.R.S., *et seq.* [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord must be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant must be sent or delivered to the Premises, unless otherwise specified. Notwithstanding the foregoing, all notices involving or concerning §§ 13-40-101 *et seq.*, C.R.S., and § 38-12-501 *et seq.*, C.R.S. must be delivered as provided in this law.

40. **Attorneys' Fees:** If either party fails to perform any of its obligations under the Lease, or if a dispute arises concerning the meaning or interpretation of any provision of the Lease, then the defaulting party or the party not prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under the Lease, including, without limitation, court costs and reasonable attorneys' fees as per §13-40-123, C.R.S.

41. **Governing Law:** The Lease is governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in the county in which the Premises are located.

42. **Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

43. **Captions:** The Paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

44. **Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to "Tenant" mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.

45. **Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving that right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

46. **Severability:** If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

47. **Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and

pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. If the Premises were constructed before 1978, Landlord must comply with the Lead-Based Paint Disclosure Rule, 42 U.S.C. § 4852(d).

48. **Pest Control.** Tenant acknowledges that the Landlord does not guarantee or warrant that the Premises are or ever will be a “pest free environment.” Tenant acknowledges and understands that Landlord’s ability to effectively address pest infestation issues is dependent in significant part on Tenant’s and other tenants’ voluntary compliance and cooperation. Tenant agrees to cooperate fully with, and to undertake all efforts and tasks required by Landlord, or Landlord’s pest-control company to exterminate and control pests. Tenant’s full cooperation includes, but is not limited to, immediately reporting pest infestation to the Landlord in writing, making the Premises available for entry to complete pest inspection and extermination treatments, completing all required pre-treatment activities, evacuating the premises during and after the treatment for the required time frame, completing all required post-treatment activities. Tenant acknowledges and agrees that Landlord will not be responsible for damages or losses due to pest infestation to the extent such conditions have resulted from the acts or omissions of the Tenant, or if Tenant has failed to immediately notify Landlord of any such condition.

49. **Mold.** When moisture is present mold can grow. Landlord does not guarantee or warrant that the Premises are or ever will be a “mold free environment.” The best way to avoid problems related to mold is to prevent moisture buildup in the Premises. Tenant acknowledges and agrees to undertake reasonable steps to eliminate moisture within the premises which may lead to growth of mold. Such steps include, but are not limited to, keeping the premises clean, using exhaust fans when bathing/showering, wiping down any moisture and/or spillage, and regularly inspecting for leaks or water accumulation on the Premises. Tenant further agrees to notify Landlord immediately, in writing, of any sign of water leak, excessive or persistent moisture or any condensation sources in the Premises or any stains, discolorations, or other indications of mold growth, including a musty odor in the Premises. Tenant acknowledges and agrees that Landlord will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of the Tenant or if Tenant has failed to immediately notify Landlord of any such conditions described above.

50. **Smoke Free Premises.** No smoking is allowed upon the Premises or any common area adjacent to the Premises unless explicitly designated for the purpose of smoking. “Smoking” means the burning of a lighted cigarette, cigar, pipe, or any other matter or substance that contains tobacco (as defined by the Colorado Clean Indoor Air Act). Smoking on the Premises shall constitute a default under this Lease.

51. **Marijuana.** Colorado Amendment 64, passed in 2012, legalized the sale and use of recreational marijuana to anyone 21 years old or older. Use is strictly regulated and illegal in public places. Colorado Amendment 20, also known as the Medical Use of Marijuana Act, is a law that permits the use of medical marijuana in specific and limited circumstances. The State of Colorado has also passed additional legislation in adopted rules that govern the use of medical marijuana (hereafter, “Colorado Medical Marijuana Law”). Despite the Colorado Medical Marijuana Law and Amendment 64, the Federal Controlled Substances Act categorizes marijuana as a Schedule 1 substance, and further provides that the manufacture, distribution, or possession of marijuana is federal criminal offense. Furthermore, the United States Department of Housing and Urban Development has stated that the use of marijuana for medical purposes violates federal law and the federal state and non-discrimination laws do not require landlords to accommodate requests by current or prospective residents with disabilities to use medical marijuana. Possession, use, and/or cultivation of marijuana on the premises shall constitute a default under this Lease.

52. **Other Applicable Laws:** Federal, state, county and/or municipal laws and ordinances, which are not specifically addressed in the Lease, may affect the Premises, the Lease and the Landlord/Tenant relationship. The Colorado Warranty of Habitability statute, codified at § 38-12-501 *et seq.*, C.R.S., contains explicit responsibilities and remedies for both the Landlord and Tenant concerning use, condition and occupancy of the Premises. Landlord and Tenant should consult legal counsel before executing the Lease to ascertain such information.

COLORADO WARRANTY OF HABITABILITY

53. **Colorado Warranty of Habitability Statute:** The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S. (the “**Warranty of Habitability**”) imposes certain statutory obligations as to the condition of the Premises. As such, the Landlord hereby represents and warrants in this Lease, that the Residential Premises is fit for human habitation. Landlord shall be deemed to breach the aforementioned Warranty of Habitability in the event that:

56. **Additional Provisions:** If there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which will be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is is not attached.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

Signature

Print Name
Date: _____

GUARANTOR (if applicable):

Signature

Print Name
Date: _____

LANDLORD:

AN ENTITY:
_____, a(n)

Type of Entity

By: _____
Signature

Print Name

Its: _____

Date: _____

Or AN INDIVIDUAL

Signature

Print Name
Date: _____