

Model Lease

1. Parties

This lease for the rental of residential property is between _____ (“owner/agent”) and _____ (“resident”)

The owner is:

Name _____ Address _____

Phone _____

The agent authorized to manage the leased premises for the owner and to enter into this lease is:

Name _____ Address _____

Phone _____

The resident manager is:

Name _____ Address _____

Phone _____

2. Leased Premises

Owner hereby leases to resident the premises described below:

(Street Address) (Unit No.) (City)

The premises shall also include:

*(specify furniture [inventory should be attached]**, parking space, storage space, if any)*

3. Term (cross out either paragraph A or B)

A. Month-to-month. The term of this lease shall begin at _____ .m o'clock on _____ 20____, and end at _____ .m o'clock on the last of the same calendar month. Following such initial period, the term of this lease shall run from month to month beginning _____, 20____, and shall be automatically renewed for additional periods of one month thereafter until terminated by either party giving _____ days written notice prior to the end of the rental month (specify number of days – must be at least 10). The rental shall begin with the due date of the monthly rent.

Initials: Owner _____ Date _____ Resident _____ Date _____ (optional)

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B. Fixed term. The term of this lease shall be from _____ .m. o'clock _____ 20__ to _____ .m. o'clock _____, 20__. No notice to terminate at the end of such fixed term is necessary unless otherwise agreed in writing. If resident retains possession of the premises after expiration for the fixed lease term with the permission of owner, resident and owner shall continue to be bound by the terms and conditions of this lease on a month-to-month basis. The lease may then be terminated by either party giving _____ days written notice prior to the end of the rental month (specify number of days - must be at least 10).

C. If the lease term does not begin on the first day of the month, rent shall be prorated to the last day of that month.

4. Rent (cross out either paragraph A or B)

A. Month-to-month. If the lease term does not begin on the first day of the month, the first month's prorated rent is \$ _____, due on _____, 20__. The monthly rental price for the term of this lease is \$ _____ monthly, due on the _____ day of each month, beginning _____, 20__. The rental price may not be changed without ___ days written notice prior to the end of the rental month (*specify number of days – must be at least 10*).

B. Fixed term. The total rental price for the term of this lease is \$ _____. Of this amount, the first rental payment in the amount of \$ _____ is due on _____, 20__. The remainder is payable in monthly installments of \$ _____ each, due on the day of the month, beginning _____, 20__.

C. Rent payments shall be made to _____ (*name*) at _____ (*address*). Resident shall incur and be charged \$ _____ per day as a late fee for payment of rent received after _____ .m. o'clock on the _____ day of the month. Such fee, which will be considered additional rent, may be collected immediately by owner or at owner's option, such fee may be withheld from resident's security deposit if written notice of such intended withholding is provided to resident within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve owner of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if owner agrees in writing. [Resident should request waiver by notifying owner on or before the rental due date and mutually arranging an alternative payment date.]**

A charge of up to \$ _____ may be imposed for any resident's check returned to owner because of insufficient funds, whether the check is for rent, security deposit or other payment. Any late fee and returned check charge shall be a reasonable estimate of the administrative costs incurred by owner.

Initials: Owner _____ Date _____ Resident _____ Date _____ (optional)

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5. Notice

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted as follows:

To the resident: at the premises or at resident’s last known address.

To owner: at

(address)

Notice to one resident shall be deemed to be notice to all residents.

6. Security Deposit (cross out either paragraph A, or B.)

A. Resident has paid owner the sum of \$ _____ as a security deposit to secure the performance of this rental agreement.

B. By optional and mutual agreement between owner and resident, resident agrees to pay the security deposit in the amount of \$ _____ according to the following payment schedule:

C. Any advance or deposit of money, whether termed last month’s rent, damage deposit or security deposit, constitutes a security deposit under this section

D. Resident may not use the security deposit in place of rent without the written permission of owner.

E. Simple interest per annum shall be paid within one month of termination of the release or surrender and acceptance of the premises, whichever occurs last, on the full amount of the deposit in the owner’s possession. *(Optional. Not required in Longmont. Cross out if not part of lease agreement.)*

F. *[It is the duty of the resident to return the premises, including any outside areas, yards or driveways required to be maintained by resident under this lease, to their condition at the commencement of this lease, except for normal wear and tear. Colorado state law defines normal wear and tear as “that deterioration which occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident or abuse of the premises or equipment by the tenant or members of his household, or their invitees or guests.”]***

G. Owner shall return the security deposit to resident within 30 days after termination of this lease or surrender and acceptance of the premises, whichever occurs last, unless a longer period of time for return of the deposit is specified here: _____ days (specify number of days – must not be more than 60). If actual causes exist for retaining any portion of the security deposit, owner shall provide resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Owner is deemed to have complied with this paragraph G. by mailing said statement and any payment required to the last known address of resident. The failure of owner to provide a written statement within the period

stated above shall work a forfeiture of all of owner's rights to withhold any portion of the security deposit.

H. Owner, at owner's option may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph H. shall relieve owner of any obligation created by the state security deposit law set forth in Colorado Revised Statutes, Sections 39-12-101 *et seq.*

Initials: Owner _____ Date _____ Resident _____ Date _____ (optional)

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7. Eviction/Holding Over

- A.** Owner may evict from the premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease.
- B.** Resident shall continue to be liable for rent and be bound by the other provisions of this lease during the time resident remains in possession of the lease premises even though owner has chosen to seek eviction because of resident's breach of this lease.
- C.** If the premises are abandoned or resident is evicted, resident will remain liable for any loss of rent for the remainder of the lease term. Owner will attempt to re-rent the premises to minimize any loss.
- D.** Except as provided in paragraph D, eviction procedures including notice requirements as set forth Colorado Revised Statutes, Sections 13-40-101 *et seq.* (*court ordered evictions*) shall be the sole remedy available to owner to evict a resident.

8. Occupancy

Not more than _____ persons may reside in the leased premises. [*For information on occupancy limits under City of Longmont, call 303-651-8332*].**

Resident shall not allow guests to stay upon the premises more than _____ days per month without written consent of owner.

9. Use

Resident shall use the premises for residential purposes only unless otherwise agreed in writing. Resident shall not engage in any illegal activities on the premises.

10. Utilities

Resident shall be responsible for paying for the following utilities or services connected with the premises (*check those applicable*):

- a) Water _____
- b) Sewer _____
- c) Electricity _____
- d) Gas _____

- e) Phone (if desired) _____
- f) Trash pickup _____
- g) Other _____

Within 3 business days after the beginning of the lease term, resident shall arrange for such utilities or service and for billing directly to resident unless otherwise agreed here:

_____.

Provisions of and the payment for utilities and services listed above but not checked shall be the responsibility of the owner. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

11. Privacy

Resident shall permit owner to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if owner reasonable believes that an emergency exists, such as fire or broken water pipe, or that the premises have been abandoned.

Initials: Owner _____ Date _____ Resident _____ Date _____ (optional)

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12. Assignment/Subleasing/Release

Residents shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of owner. Owner agrees to release resident from this lease if resident finds a replacement resident acceptable to owner who will sign a new lease for the remaining term. Owner shall exercise good faith and reasonableness in accepting a replacement resident.

13. Noise and Nuisance

Resident agrees not to make any excessive noise or to create any nuisance that will disturb the peace and quiet of neighbors.

14. Rules and Regulations

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease (*a copy of which is attached to and hereby made part of this lease*) and to any amended rules or regulations which resident agrees to in writing.

15. Move-In/Move-Out Sheet

*[A move-in/move-out sheet may be attached to this lease. Complete and sign this form within seven days of occupancy in order to help protect both parties.]***

16. Furnishings

*[If the premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this lease. Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.]***

17. Repairs and Maintenance

If repairs are required in order for the premises to be in compliance with the Longmont Housing Code or the Warranty of Habitability as defined in C.R.S. Sections 38-12-502 *et seq.*, owner shall be responsible for making such repairs. Owner shall be responsible for payment of any costs of such repairs unless the repairs were necessitated by the negligence or willful acts of the other party to this lease. *(If resident believes repairs are necessary, resident should contact owner and request such repairs. If owner does not correct the problem within a reasonable time, resident should contact the Longmont Building Inspection Division, 303-651-8332, to request assistance).*** Resident shall not make repairs without prior written consent of owner. Resident shall pay reasonable charges *(other than for normal wear and tear)* for the repair of damage to the premises or common areas caused by the negligence or willful acts of resident, members of resident’s household, or guests. Excessive damage to premises by resident, members of resident’s household, or guests shall be grounds for owner to evict resident.

18. Tenant’s Responsibilities

Tenant has the responsibility to use the premises in a reasonably clean and safe manner; dispose of garbage and waste in a clean, safe, sanitary and legally compliant manner; use facilities and appliances on the premises in a reasonable manner; not disturb any neighbors’ peaceful enjoyment of the their dwelling unit; promptly notify the landlord if the premises are uninhabitable or could become uninhabitable due to an existing condition; and shall not knowingly or negligently damage or remove any part of the premises or allow a person within the tenant’s control to do so.

Initials: Owner _____ Date _____ Resident _____ Date _____ (optional)

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19. Rodent and Vermin Extermination/Garbage Receptacles

[Owner/Resident] shall be responsible for appropriate extermination in response to the infestation of rodents or vermin within the rental unit premises. *(Only applicable for four or fewer rental units contained on the same parcel of land.)*

[Owner/Resident] shall be responsible for providing and keeping in good repair an adequate number of appropriate exterior receptacles for garbage and rubbish. *(Only applicable for four or fewer rental units contained on the same parcel of land.)*

Owner shall be responsible for keeping common areas reasonably clean, sanitary and free from rubbish and debris, and for all rodent and vermin control in common areas.

Owner shall be responsible for the provision of appropriate exterior receptacles for garbage and rubbish. *(Applicable if more than four rental units are contained on the same parcel of land.)*

20. Constructive Eviction

When conditions beyond the control of resident cause the premises to become **legally uninhabitable, as defined by Colorado Revised Statutes, Sections 38-12-501 et seq.**, and when owner/agent is responsible for remedying those conditions but does not do so within a reasonable time after notification by resident, resident may vacate the premises, terminate this lease, and owe no future rent. *[It is recommended that resident consult legal counsel prior to exercising the remedy of constructive eviction]***

21. Outside Maintenance

A. Resident shall be responsible for the routine care and maintenance of the yard and outside areas as follows (*check those applicable*):

- 1. Mowing the Lawn _____
- 2. Watering lawn, shrubs and trees _____
- 3. Removing weeds _____
- 4. Raking leaves _____
- 5. Removing snow and ice from: sidewalks & walkways _____ parking area

- 6. Other _____

The routine care and maintenance of items listed above but not checked shall be the responsibility of owner.

B. Resident's obligation to perform any task set forth in paragraph 19, A is subject to owner supplying resident with equipment appropriate to the task as follows (*check those applicable*):

- 1. Lawn mower _____
- 2. Hoses and sprinkler _____
- 3. Rake _____
- 4. Snow Shovel _____
- 5. Other _____

22. Alterations to Premises

Resident agrees that before making alterations to the premises including, for example, painting, adding or changing door locks or altering landscaping, advance written consent of owner will be obtained.

23. Pets

No pet shall be allowed without the prior written consent of owner.

(*written consent, if any*).

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24. Parking

_____.

25. Insurance

*[Owner's insurance does not cover resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If resident desires to insure personal possessions or to insure against resident's personal liability, renter's insurance should be obtained.]***

26. Attorney's Fees

In the event of any legal action concerning this lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

27. Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

28. Waiver

Any waiver, by either party, of any breach or any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

29. Severability

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

30. Joint and Several Liability

If this lease is signed on behalf of resident by more than one person, then the liability of the persons so signing shall be joint and several. *[The language "joint and several" means that if more than one person has signed this lease, each of these persons individually and all of the persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between owner and resident. For example, one person signing the lease may be liable to any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease.]***

31. Signatures/Amendment of Lease

Tenant and Landlord have read and understand the implications and obligations of this document. This lease, and the attachments listed below, contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this _____ day of _____, 20_____.

Owner

Resident

Attachments:

- 1. _____
- 2. _____
- 3. _____
- 4. _____