

## RESIDENTIAL LEASE AGREEMENT (Colorado)

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

[NAME OF LANDLORD], (the "Landlord")

and:

[NAME(S) OF TENANT(S)], (the "Tenant")

### 1. Description of Premises

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at [property address], [city/town], County of [county], State of Colorado.

### 2. Lease Term

The term of the Lease shall be for [no. of months] months, commencing on the \_\_\_\_ day of \_\_\_\_\_ and terminating on the \_\_\_\_ day of \_\_\_\_\_.

### 3. Rent & Security Deposit

Tenant shall pay as rent the sum of [AMOUNT OF MONTHLY RENT] Dollars per month, due and payable on the first (1<sup>st</sup>) day of each month for which rent is due hereunder. Rent may be mailed through the United States Postal Service at Tenant's risk. Any rental payments which are late or lost in the mail will be treated as if unpaid until received by Landlord. Tenant further agrees to pay a late charge of \$[amount of late charge], plus \$[per diem fee] per day for each day the entire amount of the rental payment has not been received by the Landlord regardless of the cause, including dishonored checks, time being of the essence. If a rental payment or any portion thereof is received after the first of the month and late fees and/or "additional rents" as defined herein are not included with such payment, the rent will be deemed to be unpaid until all such amounts have been received in full by Landlord. Any payments received by Landlord will be applied first towards late fees and/or other additional charges, then toward rent. An additional Service Charge of \$[dishonored check fee] will be paid to Landlord for all dishonored checks, and Landlord shall have the right to demand cash or money orders on all future rental payments.

A security deposit of [AMOUNT OF DEPOSIT IN WORDS] DOLLARS (\$###.##) collected from Tenant shall be held by the Landlord as security against loss from damage, nonpayment of rent, or any other breach of this Lease by Tenant. Landlord shall deposit the security deposit into a bank account, and upon termination of this Lease return the security deposit to Tenant in accordance with applicable state law.

The security deposit is to be held as collateral security and applied against any rent or other charges that may remain due and owing at the expiration of this Lease, any extension thereof or any holding over period for which Landlord is entitled to apply security deposits.

### 4. Occupants & Use of Premises

Tenant agrees to use the Leased premises as living quarters only for the persons stated above and their minor children (if any), and agrees to pay \$[additional tenant fee] each month for each other person who shall occupy the premises in any capacity, other than as a guest. For the purposes of this paragraph, a "guest" is defined as a person whose occupation of the premises does not exceed \_\_\_\_ consecutive days.

**5. Pets**

All pets on the premises not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law. Any pets kept on the premises without the written permission of the Landlord shall be a complete and material breach of the Lease.

**6. No Assignment or Subletting**

Tenant agrees not to assign this Lease, nor to sublet any portion of the premises, nor to allow any other person to live therein other than as named in above without first obtaining written permission from Landlord and paying the appropriate surcharge. Further, it is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant.