

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. (the "Premises").

2. Lease Term

The term of this Lease shall be for [no. of months] months, commencing on the ____ day of _____, _____ and terminating on the ____ day of _____, _____.

3. Option to Renew

Upon full and complete performance of all the terms, covenants and conditions herein contained by Tenant and payment of all amounts due hereunder, the Tenant shall be given the option to renew this Lease for an additional term of ## months. In the event Tenant wishes to exercise this option, Tenant shall give written notice of same to the Landlord not less than sixty (60) days and not more than ninety (90) days prior to the expiration of the initial term. In the event of such exercise, the terms of the renewal term shall be as agreed upon in writing between the parties hereto. If Tenant does not wish to renew this Lease, Tenant shall give the Landlord written notice of its intention not to renew not less than sixty (60) days prior to the expiration of the initial term.

4. Rent

Tenant shall pay as rent the sum of [AMOUNT OF MONTHLY RENT] Dollars per month, due and payable on the first (1st) 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.

5. Discount for Early Payment

As an incentive to Tenant to be responsible for all maintenance of the Premises and the grounds, and to pay the rent early, a discount in the amount of [insert a dollar value or a percentage] may be deducted from the rent payment each month that such rent payment is received by 5:00 p.m. on the first (1st) day of the month. **This discount is forfeited if the rent payment is not received by such time.** In the event the discount is forfeited one month, this will not prevent Tenant from receiving the discount in subsequent

months in the event that Tenant complies with the terms of this Lease. Discounts lost due to a maintenance call during the month will be applied to the next month's rent payment.