

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

APARTMENT LEASE

This Apartment 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:
Street Address _____, Unit _____ (the “**Premises**”).

The Lease includes excludes parking, specifically: Parking/Garage Space No. _____ (the “**Parking Space**”).
The Lease includes excludes storage, specifically: Storage Space No. _____ (the “**Storage 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 Areas**”). Residential Premises means the Dwelling Unit, the structure of which the unit is a part and the Common Areas (the “**Residential Premises**”).

8. **Property Management Company:** The Premises are are not managed by a property management company, specifically identified as: _____ (the “**Company**”), located at _____ [insert address of Company]. It is understood and agreed that the Company is fully authorized to act on Landlord’s behalf as agent for the Landlord, including receiving Rent and Additional Rent, delivering any notices under the Lease, and discharging all rights and responsibilities of Landlord under the Lease.

9. **Utilities:** Tenant shall be responsible for paying the following utilities, which charges shall be deemed Additional Rent: Electric Gas Water Sewer Phone Cable/Satellite T.V. Internet Access Refuse Disposal Other _____. If the Premises shares meter facilities for utilities, the charges will be allocated to each by Landlord based on a reasonable basis and shall be considered Additional Rent. If Tenant fails to timely pay any of the above charges, it shall be deemed a Default by Tenant. If separate arrangements are made for the Tenant to provide its own utilities directly from the respective service provider, then Landlord shall have no liability therefore. Landlord shall be responsible for any remaining utilities not specifically designated to be paid by Tenant.

10. **Late Payments:** If any rental installment or other payment is received later than _____ days after the date when due, the parties agree that Additional Rent in the amount of \$ _____ or _____ percent (_____%) of the outstanding sums, shall also be due and payable. The foregoing items shall be deemed Additional Rent.

11. **Pets:** Pets are are not permitted on the Premises. If pets are permitted, they are limited to (number and type of pets) _____, and Tenant must deposit an additional Pet Damage Deposit of \$ _____ with Landlord before arrival of pet. Tenant will observe all rules and regulations of Landlord concerning pets, including clean-up and removal of any pet excrement. Tenant further agrees to control their pets in a manner so as not to disturb or disrupt any other tenant’s quiet enjoyment of their own premises.

12. **Repairs and Maintenance of the Premises:** The Tenant shall be responsible for maintenance of the Premises as described further in the Lease. The Landlord shall be responsible for maintenance and repair of the Premises as described further in the Lease. However, in the event that the parties agree that Tenant shall be responsible for some or all of the repairs and/or some or all of the maintenance beyond that set forth in the Lease, then the parties shall execute a separate writing consistent with the requirements of The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S indicating such agreement. Such separate writing may be appended to this Lease as an addendum. Landlord will also be responsible for reasonable maintenance of all Common Areas hereafter described. At Landlord’s option, a janitor, or maintenance person may be provided in order to address all maintenance and repair matters as reasonable and necessary for the Premises. Tenant understands and agrees that the aforementioned maintenance person is under the employ of Landlord and is not obligated to perform any additional repair or maintenance work, nor construct any improvements upon the Premises, for the sole benefit of Tenant.

PREMISES

13. **Common Areas/Governing Documents:** If the Premises includes any common areas (such as yards, storage areas, parking lots, laundry room facilities, community rooms, etc.) (the “**Common Areas**”), Tenant is granted a license to use those areas in accordance with any applicable declarations, covenants, conditions, restrictions, rules, or regulations (the “**Governing Documents**”) governing use and operation of such Common Areas. Tenant further agrees not to regard such Common Areas for their own personal use, but to respect the rights of all other tenants utilizing the Common Areas to enjoy full use thereof. All use of the Common Areas is at the sole risk of Tenant and Landlord will not be held liable for any damages or injuries occasioned by such use.

14. **Parking and Storage:** If a Parking and/or a Storage Space is/are included in the Lease, the parties understand and agree that the Lease establishes a license to use the Premises for parking for Tenant’s motor vehicles and storage of Tenant’s personal property (including bicycles). If such facilities are provided, it shall be at no Additional Rent, unless specified in the Additional Provisions. All motor vehicles must be properly licensed and insured. No inoperative, stored, or “junked” motor vehicles are permitted. Landlord may cause removal of all motor vehicles or personal property not authorized or permitted, including those left on the Premises or designated Common Areas after expiration or termination of the Lease or Term. Tenant

agrees to comply with any parking and/or storage requirements and restrictions specified in any Governing Documents or rules and regulations governing the Premises.

15. **Check-In Inspection, Condition of Premises and Representations:** Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained in it will be sufficient and satisfactory proof of the condition of the Premises at the time of possession should a subsequent dispute arise. All systems and appliances on the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, etc., will be in working condition at the commencement of the Term, unless specifically noted to the contrary on the check-in inspection sheet. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and is satisfied with the condition of the Premises, including all systems and appliances on the Premises. Taking possession of the Premises is conclusive evidence to the fact that the Premises and the systems and appliances are in good order and satisfactory condition.

16. **Use of Premises:** Where used in this Paragraph 16, Premises includes any Common Areas and Tenant includes Tenant's licensees and invitees.

a. **Occupancy of Premises:** Tenant represents and warrants that Tenant has identified all of the individuals over the age of 18 who will occupy the Premises in Paragraph 2 of the Lease and that the Premises are to be used only as a private residence for those individuals. Landlord must approve any change to those listed as Tenants in the Lease. If Tenant desires any change or increase to those shown as Tenants in the Lease, and provided any increase is not in violation of applicable occupancy codes, those individuals desiring tenancy must complete any application and approval process required by Landlord, in advance of any change, and after Landlord's approval must execute a new Lease. If Tenant fails to obtain Landlord's approval in advance of any change in occupancy, Tenant understands that this failure constitutes a Default as described in the Lease. Landlord represents and warrants that it has obtained any rental licenses as may be required in the city or county in which the Premises are located.

b. **Legal Compliance:** Tenant is liable for the actions of Tenant's licensees and invitees. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances, and any Governing Documents, if applicable, in connection with the occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises.

c. **Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations, if any, affecting the Premises, to which Tenant agrees to abide.

d. **Safety:** Tenant must not use the Premises in a manner that may endanger the person or property of Landlord, co-tenants, or any person living near the Premises or upon the real property in which the Premises are located. Tenant agrees to limit use of the Premises to those consistent with the Premises' clean, safe, sanitary, and habitable condition.

e. **Nuisance Prohibited:** Tenant understands and agrees that the real property in which the Premises are located are part of a community in which all parties must observe the rights, comfort, conveniences and quiet enjoyment of all other tenants thereon, and agrees to act in the utmost good faith in order to uphold such community setting. Neither Tenant nor Tenant's licensees or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners or other tenants (or their invitees) of their premises. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, disruptive behavior or actions, disorderly conduct, or any other action whatsoever that would cause other tenants to suffer a disturbance or interference with the rights, comfort, conveniences or quiet enjoyment of their own premises.

17. **Check-Out Procedure:** The parties may, at their discretion, conduct a check-out/walk-through of the Premises when, or immediately before, Tenant re-delivers the Premises at the end of the Term.

18. **Surrender of Premises:** Tenant will return the Premises, any designated Storage Space, and any designated Parking Space to Landlord at the expiration of the Term in as good condition as when Tenant took possession of the Premises, any designated Storage Space, and any designated Parking Space, normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness or negligence shall not be considered normal wear and tear. If Tenant fails to re-deliver the Premises, any designated Storage Space, and any designated Parking Space in appropriate condition, Landlord may restore the Premises, any designated Storage Space, and any designated Parking Space to appropriate condition, including repair, replacement and cleaning. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover work performed, Tenant will be obliged to pay the additional balance.

b. **Premises Untenable:** If the Premises are made totally untenable by fire, the elements or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild or repair, then Subparagraph (d) of this Paragraph shall be effective.

c. **Condemnation:** If the whole or part of the Premises rented under the Lease are taken by any authority for any public or quasi-public use or purpose, then Subparagraph (d) of this Paragraph shall be effective. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. **Termination of Term:** Tenant agrees that if Landlord decides not to repair or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term granted by the Lease will cease and the Rent and Additional Rent will be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this clause. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease will cease and terminate on the date that possession of the Premises is taken by the authority. Rent and Additional Rent will be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this Subparagraph.

36. **Holdover:** Tenant must vacate the Premises and remove all of Tenant's personal property from the Premises, Storage Space and Parking Space 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, Storage Space and Parking Space 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.

37. **Entry by Landlord:** Landlord or Landlord's maintenance or janitor personnel 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 31.

38. **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.

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

40. **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.

41. **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.

42. **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.

43. **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.

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

45. **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.

46. **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.

47. **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.

48. **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).

49. **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.

50. **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.

51. **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.

52. **Medical Marijuana.** 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, the Federal Controlled Substances Act categorizes marijuana as a Schedule 1 substance, and further provides that the manufacture, distribution, or possession of marijuana is a 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 and state nondiscrimination 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.

53. **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.

rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin; Appropriate extermination in response to the infestation of rodents or vermin throughout the Dwelling Unit; and/or An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair.

57. **Additional Provisions:** If there are any additional agreements between the parties or provisions with respect to the Premises (such as Tenant maintenance, Additional Rent for Storage Space or Parking Space, rules or regulations), 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: _____

Signature

Print Name

Date: _____

Signature

Print Name

Date: _____

Signature

Print Name

Date: _____

GUARANTOR (if applicable):

Signature

Print Name

Date: _____

LANDLORD:

**AN ENTITY OR
PROPERTY MANAGEMENT COMPANY:**

_____, a(n)

Type of Entity

By: _____
Signature

Print Name

Its: _____

Date: _____

Or AN INDIVIDUAL:

Signature

Print Name

Date: _____