# COLORADO RESIDENTIAL LEASE AGREEMENT

# This Residential Lease Agreement 'Lease' made on \_\_\_\_\_ [DATE] day of 20 \_\_\_\_\_, [YEAR] between the Landlord and Tenant listed below: | LANDLORD: \_\_\_\_\_, (Landlord') with mailing address \_\_\_\_\_, (City), \_\_\_\_\_, (State), and \_\_\_\_\_, [ZIP CODE]. AND | II. TENANT(S): \_\_\_\_\_, (City), \_\_\_\_, (Zip Code). The 'PARTIES' referred herein each as a 'PARTY' are the Landlord and the Tenant. NOW, FOR AND IN CONSIDERATION of mutual promises, the Tenant leases the property from the Landlord following these terms and conditions. RENTAL PROPERTY ADDRESS | \_\_\_\_\_\_, [CITY], \_\_\_\_\_, [STATE], \_\_\_\_, [ZIP CODE]. LEASE TYPE

This fixed lease agreement shall begin on [LEASE START DATE] and end on

[LEASE END DATE] 'Lease Term'.

# OCCUPANT(S)

By signing this agreement, the Tenant and Landlord both agree ONLY these additional occupants over the age of 18, listed below, will reside on the property during the lease term:

□ Additional Tenant(s)	[OCCUPANT(S) NAME(S)]
□ N/A	
PROPERTY DETAILS	
Bedroom(s):[# OF BEDROO	MS]
Full Bathroom(s):[# OF FULI	_ BATHROOMS]
Half Bathroom(s):[# OF 1/2 E	BATHROOMS]
Basement: ☐ Yes ☐ No *If selected 'Yes',	is the basement finished? ☐ <b>Yes</b> ☐ <b>No</b>
Pool: □ Yes □ No	
Pool House: □ Yes □ No	
Shed: □ Yes □ No	
Other:[OTHER DETAILS]	
RESIDENT TYPE	
☐ Single-Family Home ☐ Multifamily Home ☐ Condominium ☐ Apartment ☐ Co-Op ☐ Home permanently or semi-permanently at ☐ Other:[OTHER]	Dwelling ⊠ Mobile Home (Manufactured

# **PURPOSE** Tenant(s) renting this property may ONLY use as: ☐ Residence ONLY □ Other \_\_\_\_\_\_[OTHER USES FOR THE PROPERTY] **FURNITURE INCLUDED** ☐ Furnished Property – Items: [LIST FURNISHINGS] ☐ Unfurnished Property **APPLIANCES INCLUDED** The appliances included are listed below: \_\_\_\_\_[ENTER APPLIANCES] **RENT** The Tenant agrees to pay the Landlord a monthly rent of \$\_\_\_\_\_[MONTHLY RENT], due on the \_\_\_\_\_[DUE DATE] day of each month. **NSF FEE - NON-SUFFICIENT FUNDS** ☐ **Yes**, the Landlord will charge a NSF Fee [NSF FEE] per bounced check.

☐ Yes, the Landlord shall charge a late fee of [LATE FEE AMOUNT] if the

rent is more than \_\_\_\_\_[NUMBER] days late from the agreed rent due date.

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□ No, NSF Fees

LATE RENT

□ No Late Fee
FIRST MONTH'S RENT
☐ The first month's rent is due at time of signing this agreement.
☐ The first month's rent is due on day one of the lease term start date.
PRORATION PERIOD
☐ <b>Yes</b> — The Tenant agrees to pay the Landlord the total proration amount of
□ <b>No</b> – Tenant will NOT occupy the property before the lease start date.
RENTER'S INSURANCE
The Tenant MUST provide proof-of-insurance to the Landlord prior of renter's insurance during the duration of the lease term:
<ul><li>☐ Yes, Renter's Insurance is required.</li><li>☐ No, Renter's Insurance is not required.</li></ul>
OPTION TO RENEW
<ul> <li>☐ Yes, continue month-to-month, under same terms and conditions.</li> <li>☐ No, Tenant must vacate the property on the agreed tenancy end date</li> </ul>
SECURITY DEPOSIT
□ Yes □ No
*If selected 'Yes', fill in details below:
A security deposit of \$is due upon the executions of the lease. The landlord will hold this deposit as a security for any unpaid rent, damages to the property, pet(s) fees, and/or parking fees.

☐ First Month's Rent = \$
□ Last Month's Rent = \$
□ Parking = \$
□ Damages Beyond Normal Wear and Tear = \$
□ Pet Despot = \$
TOTAL SECURITY DEPOSIT =\$
DEPOSIT RETURN
The Landlord shall return the security deposit to the Tenant with[#] days after the lease agreement end date,[END DATE].
INSPECTION PRIOR TO MOVE-IN DATE
☐ <b>Yes</b> , the Tenant agrees to inspect the property prior to the move-in date and shall provide <b>move-in checklist</b> , which includes all requested repairs and modifications of the rental property, delivered to the Landlord, within a reasonable time frame.
□ <b>No,</b> prior property inspection and move-in checklist is not required.
PARKING
□ <b>Provided</b> – Monthly Parking Fee \$Per Vehicle
□ Not Provided
PROPERTY SALES
If the Property is sold during the lease term, the Tenant must be notified of the sale and the new property owner and the contact information for maintenance and repairs. In the event of a sale of the property and new ownership, the new property Owner has the right to:
☐ Terminate this agreement by giving the Tenant days' notice. ☐ Cannot terminate this agreement.

☐ <b>Tenant,</b> the Tenant is responsible for the utilities and service payments during t duration of tenancy.	the
☐ <b>Landlord</b> , the Landlord is responsible for the utilities and service payments during t duration of tenancy.	the
PREMATURE LEASE TERMINATION	
☐ <b>Yes</b> , the Tenant has the right to terminate the lease under these conditions:	
<ul> <li>Termination fee in the amount of \$, will be charged to the Tenant.</li> <li>The Tenant must give the Landlord a written termination notices within days.</li> </ul>	
□ <b>No</b> , the Tenant may not terminate the lease under any circumstances.	
MAIL NOTICES	
ALL mail notices shall be sent to the following address:	
LANDLORD MAILING ADDRESS:	
TENANT MAILING ADDRESS:	
PROPERTY MANAGER/AGENT	
If the Landlord has a Property Manager or Agent that can contacted for maintenance a repairs, list information below:	ınd
Name: Phone: Email:	
SMOKING POLICY	
□ <b>Yes</b> , smoking is allowed in these areas:[LIST SPECIFIC SMOKING AREAS]	
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**UTILITIES** 

□ <b>No</b> , smoking is prohibited.
PETS
Prior Approval - the landlord must approve, in writing, any pets on the property.
Pet Deposit - If approved, the Landlord will charge Tenant a monthly Pet Deposit of \$
ADDITIONAL TERMS AND CONDITIONS
List all addition terms and conditions:

# **SUBLETTING**

If the Tenant wishes to sublet the rental, the Tenant must get prior written approval from the Landlord.

# **ABANDONMENT**

The Landlord has the right to terminate the lease agreement if the Tenant lease or abandons the property within the minimum time frame set by the State which the rental property resides or seven (7) days, whichever is less.

# LANDLORD ENTRY

The Landlord Must provide reasonable notice to the Tenant before entering the rental property for any inspections or repairs.

# **MAINTENANCE AND REPAIRS**

The Tenant shall keep the property clean and in a habitable condition. The Tenant must notify the Landlord of any needed repairs and maintenance.

# NOISE/WASTE

The Tenant agrees to use the property in a lawful manner and not cause any nuisances that would cause harm to neighbors within and around the premises. The Tenant shall dispose any waste and agrees not to leave waste on the property.

# **EQUAL HOUSING**

The Landlord shall make all improvements to accommodate Tenants with disabilities.

# **HAZARDOUS MATERIALS**

The Tenant shall not pose any hazardous materials such as materials that would cause a fire, i.e., compressed gasoline.

# **WATERBEDS**

Tenants use of waterbeds on the Rental Property, Tenants MUST obtain prior written approval from the Landlord.

# INDEMNIFICATION

The Landlord shall not be liable for any damages on the property during the lease term. The Tenant takes full responsibility therefore Renters Insurance is highly recommended.

# **POSSESSION**

The Tenant accepts the Rental Property is in good condition. If Landlord fails to deliver possession at start of Lease Term, Tenant may terminate Agreement. If Tenant cancels, The Security Deposit and any pre-paid rent and fees will be refunded.

# **ACCESS**

The Landlord agrees to provide Tenant with access to Premises & common areas via keys, fobs or cards at start of Proration Period/Lease Term. Any duplicates require Landlord's consent may be charged a fee. The Tenant shall return the access provided or will be charged a fee and deducted from Security Deposit at end of this Agreement.

# **MULTIPLE TENANTS AND GUESTS**

Guests on the property are not allowed for more than 48 hours unless approved in writing, by the Landlord. Tenants and occupants are jointly and individually liable for all obligations under this Agreement. If anyone violates the Agreement, the tenant is considered to have violated it. Any notice from the landlord to any occupant of legal age constitutes notice to the tenant. In eviction cases, the tenant is considered the agent of the premises for service of legal process.

# **ASSIGNMENT**

The Tenant needs written consent from Landlord for any assignment. One consent doesn't apply to the subsequent assignments.

# NATIONAL DISCLOSURES RULES

**Lead-Based Paint Disclosures** - under Federal Law, the Property Owner and/or Landlord MUST provide the Lead-Based Paint Disclosure Forms and information brochures to all Tenants, if the rental property was built before 1978.

\*More information on Lead-Based Paint is provided on the pages attached to this agreement.

# **GOVERNMENT LAW AND OVERSIGHT**

Both the Landlord and the Tenant agree to comply with both the Federal and rental property's Local State laws.

# **DEFAULT**

If the Tenant breaches the financial or material provisions of this Agreement, the rules and regulations set forth by the Landlord, or Federal and State Laws, the Landlord has the right to terminate this Agreement. Also, if the Tenant does not pay rent for a specific period after the Landlord has sent a written notice, the Landlord has the right to ask the Tenant for the full payment of the rent for the entire lease term. The Tenant will also be in default should they fail to pay rent, violate the terms of this Agreement, abandon the Premises, provide false information in the rental application, or engage in illegal activities on the Premises.

# UNINHABITABLE

If the premises become uninhabitable due to unrepairable damage, the tenant can terminate the agreement by giving written notice to the landlord. If the damage is due to the tenant's negligence, they will be responsible for repair costs and any loss of income incurred by the landlord.

# RETALIATION

Retaliation is NOT allowed by the Landlord against the Tenant, including limiting access, reducing services, or failing to repair.

# **SEVERABILITY**

Invalid provisions won't affect the rest of the Agreement. They'll be enforced to the maximum extent allowed by law.

# SURRENDER

The Tenant surrenders the Premises when the move-out date has passed or when access is turned over to the Landlord - whichever comes first. The Tenant must return the Premises in the same or better condition than it was at the start of this Agreement, except for reasonable use, wear and tear, and damages caused by the elements.

# **DISPUTES**

In the event of a dispute that arises between the Landlord and Tenant during the lease term, they must engage in good faith negotiations before pursuing litigation.

# **COVENANTS**

All covenants herein apply to heirs, legal representation, assigns, and are as conditions of this Agreement.

# **WAIVER**

Waivers must be in writing and signed by both Tenant and Landlord to be effective. Waiving one breach does not mean waiving others.

# THIS AGREEMENT

The Landlord and Tenant agree to ALL the terms and conditions outlined in this agreement. This Lease Agreement supersedes all previous written or oral agreements. All previous agreements will be nullified.

DUE AT EXECUTION OF SIGNING AGREEMENT				
SECURITY DEPOSIT(S)	\$			
FIRST MONTH'S RENT	\$			
LAST MONTHS RENT	\$			
PARKING FEE(S)	\$			
PET DEPOSIT FEE(S)	\$			
PRE-PAYMENT OF RENT	\$			
PRORATION AMOUNT	\$			
TOTAL DUE	\$			

PAYMENT METHODS ACCEPTED	
□ CASH	
□ CHECK (PAYABLE TO	)
☐ DEBIT/CREDIT CARD	
□ CRYPTOCURRENCY	
☐ BITCOIN WALLET ADDRESS:	
☐ ETHEREUM WALLET ADDRESS:	
□ OTHER TOKEN	_
□ OTHER	

# SIGNATURES

Landlord: _	 	 	 
Date:			
Tenant:	 	 	 
Date:			
Broker:			 
Date:			
Witness:	 	 	
Date:			

# LEAD-BASED PAINT DISCLOSURE FORMS



Protect Your Family From Lead in Your Home



United States Consumer Product Safety Commission United States
Department of Housing and Urban Development

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In general, the older your home or childcare facility, the more likely it has lead-based paint."

Many homes, including private, federally-assisted, federally-owned bisusing, and childcare facilities that before 1978 have lead-based paint. In 1978, the federal government barned consume uses of lead-containing paint."

On surfaces inside and outside of the house, and
In self around a home, (Solf can pick up lead from exterior paint or other sources, such as past use of leaded gas in cass)

""Lead-based paint" is career by defined by the federal government as paint with final levels greater than or equal to 1.0 millipses per square continues (regions), or more than 6.0% by weight. Tread-containing point's currently defined by the Indead government or lead in new direct point in cross of 90 pers per red too Japan by weight.

Did you know that many homes built before 1978 have **lead-based** paint? Lead from paint, chips, and dust can pose serious health

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# Identifying Lead-Based Paint and Lead-Based Paint Hazards

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10 micrograms per square foot (µg/ft\*) and higher for floors, including carpeted floors

100 µg/ft\* and higher for interior windows #b

norweig levers of lead in soil as hazardous
 400 parts per million (ppm) and higher in play areas of bare soil
 1,200 ppm (sverage) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards. The only way to find our if paint, dust, or sail jead hazards exist is to test for them. The next page describes how to do this.

# Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

Don't try to remove lead-based paint yourself.

Always keep painted surfaces in good condition

Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple before the service.

aboot test.

Wash children's hands, bortlers, pacifiers, and toys often.

Noise sure children ear healths; low-far foods high in iron, calcium, and situation C.

Benows shoes or wipe soil off shoes before entering your bosses.

Get your children and home tested if you think your home has leed.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age. Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

Children at ages 1 and 2

 Children at ages 1 and 2
 Children or other family members who have been exposed to high levels of lead
 Children who should be tested under your state or local health screening plan screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

 A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and sibere both are jocated. Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

# Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home. Lead-Safe Certified renovators (see page 12) may.

\* moving- or operate challenged indicabate resp access this runniver through TTV by calling the Federal Bridge Service at 1-809-87 PMEIR.

# Reducing Lead Hazards, continued

- + 400 µg/Yr for mindow troughs

Abutements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abuted area.

Regularly clean from, window rills, bought, and other hard surfaces with a fixing cloth or sponge and a general all purpose cleaner.

Heave see page 9 for more information on spony purpose cleaner or protect, your brown after the absument For help in facating certified load abstracer profession is your sex, call your state or four gamery from page 15 and 16s, page portified on all the protections.

# Other Sources of Lead, continued

- Lead amelters or other industries that release lead into the sir.

Food and liquids cooked or stored in lead crystal or lead-glased pottery or procedule may contain load.
 Folk reneales, such as "gretal" and "searces," used to treat an upset storeach.

- Thoroughly rinse sponges and mop heads often during cleaning of skity or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they not and before nap time and bed time.

- Clean or remove shoes before entering your home to avoid tracking in lead from soil.

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- Clean up theroughly. The work area should be cleaned up daily. When all the work a done, the area must be cleaned up using special
- Dispose of waste properly. Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and delaris.

To learn more about ENNs requirements for REP projects, visit spa.gov/gethedsele, or read The Lead-Safe Centified Guide to 13 - Repoyate Right.

had gave lead or call 1-800-144-ELO (\$323).

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For information about ideal in divising water, call 1-800-424-4791, or
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Hearing- or speech-challenged individuals may access any of the phone numbers in this brochuse through TTV by calling the toll-tree Federal Relay Sension at 1-609-677-6339.



- To correct load hazards permanently, hire a certified load abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Other Sources of Lead

Lead in Drinking Water
The most common sources of lead in drinking water are reall pipes, faucets, and fisheres.

Remember older homes with a private well can also have plumbing materials that contain lead.

Call your local health department on water company to find out about testing your water, or wist one gone's alreader for EPIS lead in direking water information. Some states or utilizes of the programs to pay for water testing for residents. Company to least more to the company to least more company to least more than the company to least more or the company to least one or the company to least one or the company to least or the company to least one or the company to least or the company t

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

# U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affoodable homes for all. Office of Load Hazard Control and Healthy knones for further information regarding the Load Safe Housing Rule, which protects familias in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD 451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 (202) 402-7698 hud.gowlicad

# IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.

SOURCE: <a href="https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-page-12. home-portrait-bw-2020-508.pdf