

Colorado Residential Lease

(for landlords with five or fewer rental units)

Date: {TodaysDate}

1. **PARTIES.** This Colorado Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”). Per C.R.S. § 38-12-1303 et seq, Landlord cannot evict Tenant or ask Tenant to move just because the Agreement Term expires.
5. **PAYMENT OF RENT.**
 - A. **Payment Amount.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
 - B. **Receipt for Cash or Money Order.** Per C.R.S. § 38-12-802, upon receiving any payment made in person by Tenant with cash or a money order, Landlord shall contemporaneously provide Tenant with a receipt indicating the amount Tenant paid and the date of payment. If Landlord receives a payment that is not delivered in person by Tenant with cash or a money order, if requested by Tenant, Landlord shall, within seven days after the request, provide Tenant with a receipt indicating the amount Tenant paid, the recipient, and the date of payment, unless there is already an existing procedure that provides Tenant with a record of the payment received that indicates the amount Tenant paid, the recipient, and the date of payment. Landlord may provide Tenant with an electronic receipt, unless Tenant requests

a paper receipt, in which case Landlord shall provide Tenant with a paper receipt. For purposes of this section, a receipt may be included as part of a billing statement.

6. CHARGES AND FEES.

A. **Late Fee.** If Tenant fails to pay the rent in full by the seventh calendar day after monthly rent is due, Tenant shall pay Landlord a late charge of **the greater of fifty dollars or five percent of the past due rent payment**, per C.R.S. § 38-12-105.

B. **NSF Fee.** If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of **#{NSF_Fee}**.

7. **PRORATION OF RENT.** For the period from **{StartDate}** through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of **#{ProratedRent}**.

8. SECURITY DEPOSIT.

A. **Amount.** Tenant shall deposit with Landlord the amount of **#{SecurityDeposit}** as a security deposit against any breach of this Agreement by Tenant. **Per C.R.S. § 38-12-102.5, the security deposit may not exceed two months' rent.**

B. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; and late charges or other fees. Landlord shall not apply the security deposit to "normal wear and tear." Per C.R.S. § 38-12-102(4), "normal wear and tear" means deterioration that occurs, based on the use for which a rental unit is intended, without negligence, carelessness, accident, or abuse of the Premises or equipment or chattels by Tenant or members of Tenant's household, or their invitees or guests. Tenant shall not apply the security deposit to the last month's rent or any other charges.

C. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per C.R.S. § 38-12-103(1), within **60 days** after the termination of this Agreement or surrender and acceptance of the Premises (whichever occurs last) Landlord shall return Tenant's security deposit with an itemized security deposit settlement statement listing any deductions.

9. **KEYS.** Landlord shall provide Tenant with **{HouseKeys}** house key(s), **{MailboxKeys}** mailbox key(s), and **{GarageOpeners}** garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: **{LandlordUtilities}**. Tenant shall be responsible for paying all other utilities

including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. 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. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO TERMINATE; HOLDOVER.**
 - A. **Notice By Tenant.** Per C.R.S. § 38-40-107(4), **no written notice** is necessary from Tenant if the Agreement Term is a fixed-term tenancy that is to end at a time certain.
 - B. **Fixed-Term Less Than 12 Months.** If this Agreement is fixed-term tenancy for less than 12 months, the following notice periods apply:
 - i. Notice by Landlord. If Tenant has not leased the Premises for at least 12 months per C.R.S. § 38-12-1(3), Landlord may terminate a the tenancy by providing at least **28 days'** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate the tenancy by providing at least **28 days'** written notice to Landlord.
 - C. **Month-to-Month Tenancies.** If this Agreement is a month-to-month tenancy, the following notice periods apply:
 - i. Notice by Landlord. If Tenant has not leased the Premises for at least 12 months per C.R.S. § 38-12-1(3), Landlord may terminate a month-to-month tenancy by providing at least **21 days'** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing at least **21 days'** written notice to Landlord.
 - D. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** \${MonthlyRent}, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term. Per C.R.S. § 38-12-702, Landlord shall not increase rent more than one time in any 12 month period of consecutive occupancy by Tenant. Per C.R.S. § 38-

12-1307, Landlord shall not increase Tenant's rent in a discriminatory retaliatory, or unconscionable manner to circumvent the requirements and prohibitions set forth in Colorado Revised Statutes part 13 to article 12 of title 38.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Per C.R.S. § 38-12-505, Landlord warrants that the Premises is fit for human habitation. No deficiency in the common area(s) shall render the Premises uninhabitable unless the deficiency materially and substantially limits Tenant's use of the Premises. If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, the condition shall not constitute a breach of Landlord's obligations under this paragraph. Landlord shall comply with all applicable building and housing codes materially affecting health and safety, and shall make all repairs and do whatever is necessary to keep the Premises in a fit and habitable condition. Unless otherwise provided under Colorado law, the Premises is deemed uninhabitable if it substantially lacks any of the following characteristics:
 - i. waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;
 - ii. plumbing or gas facilities that conformed to applicable law in effect at the time of installation and that are maintained in good working order;
 - iii. running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;
 - iv. functioning heating facilities that conformed to applicable law at

the time of installation and that are maintained in good working order;

- v. electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;
- vi. common areas and areas under the control of Landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;
- vii. appropriate extermination in response to the infestation of rodents or vermin throughout the Premises;
- viii. an adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;
- ix. floors, stairways, and railings maintained in good repair;
- x. locks on all exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; and
- xi. compliance with all applicable building, housing, and health codes, the violation of which would constitute a condition that materially interferes with the life, health, or safety of Tenant;
- xii. compliance with applicable standards from the American national standards institute, or its successor organization, for the remediation and clean up of a residential premises following an Environmental public health event; or
- xiii. remediation in compliance with article 18.5 of title 25 if the residential premises was used as an illegal drug laboratory, as defined in C.R.S. § 25-18.5-101(8), involving methamphetamine.

B. Tenant's Responsibilities. Per C.R.S. § 38-12-504, Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall:

- i. comply with obligations imposed upon tenants by applicable provisions of building, health, and housing codes materially affecting health and safety;
- ii. keep the Premises reasonably clean, safe, and sanitary as permitted by the conditions of the Premises;
- iii. dispose of ashes, garbage, rubbish, and other waste from the Premises in a clean, safe, sanitary, and legally compliant manner;
- iv. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, and other

facilities and appliances in the Premises;

- v. conduct himself or herself and require other persons in the Premises within the Tenant's control to conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment of the neighbors' dwelling unit; and
- vi. promptly notify Landlord if the Premises is uninhabitable as defined in C.R.S. § 38-12-505, or if there is a condition that could result in the Premises becoming uninhabitable if not remedied.

C. Exception For Certain Single-family Residences. Per C.R.S. § 38-12-506:

- i. For a single-family residence premises for which Landlord does not receive a subsidy from any governmental source, Landlord and Tenant may agree in writing that Tenant is to perform specific repairs, maintenance tasks, alterations, and remodeling necessary to comply with C.R.S. § 38-12-503, subject to the following requirements:
 - a. the agreement of the landlord and Tenant is entered into in good faith and is set forth in a writing that is separate from this Agreement, signed by the parties, and supported by adequate consideration; and
 - b. Tenant has the requisite skills to perform the work required to comply with C.R.S. § 38-12-503(1).
- ii. To the extent that performance by a Tenant relates to a characteristic set forth in C.R.S. § 38-12-505(1), Tenant assumes the obligation for the characteristic, and the lack of the characteristic does not make the Premises uninhabitable.
- iii. Notwithstanding subsections (i) and (ii) of this subsection, Landlord and Tenant shall not enter into an agreement for the repair, maintenance, alteration, remodeling, or remediation of the Premises that is necessary to comply with C.R.S. § 38-12-503 that would endanger the health or safety of Tenant.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. REPAIRS AND ALTERATIONS.

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality.

Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary

to inspect the Premises and perform needed maintenance or repairs.

24. ABANDONMENT.

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by Landlord as of the date Landlord has notice of the abandonment.

C. **Personal Property.**

Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

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25. **ELECTRIC VEHICLE CHARGING SYSTEMS.** Tenant may install, at Tenant's expense for Tenant's own use, a level 1 or level 2 electric vehicle charging system on or in the Premises per the procedures and conditions described in C.R.S. § 38-12-601.

26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. However, Landlord may enter the Premises for the following purposes:

A. to inspect the Premises and determine Tenant's compliance with the terms of the Agreement;

B. to show the Premises to a prospective tenant, purchaser, or lender;

C. to estimate repair costs;

D. to prevent waste;

E. to prevent excessive noise or disturbances; or

F. to make any repairs, additions, or alterations.

Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impracticable to do so, Landlord shall give Tenant notice of at least **24 hours** before entering the Premises.

27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist

activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

29. **GROUNDS FOR TERMINATION OF THE TENANCY.**

A. **Termination by Landlord.**

i. Cause Evictions. Per C.R.S. § 38-12-1303(2) (as summarized as follows), Landlord may, with proper notice, terminate this Agreement:

- a. for when Tenant is a tenant at will or a tenant at sufferance and Tenant holds over after the expiration of the Agreement Term or after termination of the tenancy for any of the following:
 - a short term rental property,
 - a rental property where the owner maintains the property as the owner's primary residence,
 - an employer-provided property, or
 - Tenant has not continuously been a tenant of a the Premises for at least twelve consecutive months;
- b. for the nonpayment of rent;
- c. for a substantial violation as described in C.R.S. § 13-40-107.5;
- d. for a material violation of the Agreement;
- e. for a repeat violation of the Agreement after receipt of proper notice of a violation; or
- f. for when Tenant creates a nuisance or disturbance that interferes with the quiet enjoyment of the Landlord or other tenants at the property.

ii. No-Fault Evictions. Per C.R.S. § 38-12-1303(3) (as summarized as follows), Landlord may, with proper notice, terminate this Agreement:

- a. for demolition or for conversion to a short-term rental or non-residential use;
 - b. for substantial repairs or renovations;
 - c. for when Landlord or a family member of Landlord assumes occupancy;
 - d. for withdrawal from the rental market for the purpose of selling the Premises;
 - e. for when Tenant refuses to sign a new lease with reasonable terms, per C.R.S. § 38-12-1303(3)(e); or
 - f. for when Tenant has a history of nonpayment of rent, per C.R.S. § 38-12-1303(3)(f).
- iii. Landlord may terminate this Agreement as otherwise provided by law.

- B. Termination By Tenant.** Tenant may terminate this Agreement if:
- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
 - ii. Landlord breaches the warranty of habitability under law, and Tenant complies with the procedures in C.R.S. § 38-12-507;
 - iii. Tenant is a victim of unlawful sexual behavior, stalking, or domestic violence. per C.R.S. § 38-12-402; or
 - iv. otherwise provided by law.

30. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.

34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement 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:
- A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord:
 - {PropertyManagerName}
 - {PropertyManagerEntity}
 - {PropertyManagerAddress}
 - {PropertyManagerPhone}
 - {PropertyManagerEmail}
35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
36. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
39. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Per C.R.S. § 38-12-801, Landlord shall provide Tenant with a copy of this Agreement no later than the seventh day after Tenant has signed this Agreement. Landlord may provide Tenant with an electronic copy of this Agreement, unless Tenant requests a paper copy, in which case Landlord shall provide Tenant with a paper copy.

Effective as of the date first set forth above.

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