

COLORADO LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (the "Agreement") is entered into on the _____ day of _____, 20____ (the "Effective Date"), by and between:

LANDLORD:

_____ ("Landlord")

Mailing Address:

Email: _____

Phone: _____

AND

TENANT(S):

_____ ("Tenant")

(collectively, the "Tenant")

I. PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential property located at:

Address: _____

City: _____

State: Colorado

Zip Code: _____

(the "Premises").

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term.** The lease shall commence on the _____ day of _____, 20____ and end on the _____ day of _____, 20____. Upon the end of the term, the Tenant shall vacate the Premises unless a new agreement is signed.

☐ **Month-to-Month.** The lease shall commence on the _____ day of _____, 20____ and continue on a month-to-month basis until terminated by either party with at least twenty-one (21) days' written notice prior to the end of the rental month, or as otherwise required by Colorado Revised Statutes (C.R.S.) § 13-40-107 based on the length of tenancy.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$
_____ per month.

1. **Due Date:** Rent is due on the _____ day of each month.
2. **First Month's Rent:** The Tenant shall pay the first month's rent in the amount of \$

_____ upon the execution of this Agreement.

3. **Payment Method:** Rent shall be paid via:

☐ Check ☐ Cash ☐ Electronic Transfer ☐ Other:

Payment instructions:

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$
_____ as a Security Deposit.

1. **Return of Deposit:** Pursuant to C.R.S. § 38-12-103, the Landlord shall return the Security Deposit to the Tenant within sixty (60) days after the termination of this lease or the surrender and acceptance of the Premises, whichever occurs last. If no time is specified herein, the statutory default of thirty (30) days shall apply.

2. **Deductions:** The Landlord may deduct from the Security Deposit any unpaid rent, costs for repairs beyond normal wear and tear, cleaning costs, and other damages provided by law. If any deductions are made, the Landlord shall provide a written statement listing the exact reasons for the retention of any portion of the security deposit.

3. **Location of Funds:** The Security Deposit will be held at:

V. LATE FEES AND RETURNED CHECKS

1. **Late Fees:** Pursuant to C.R.S. § 38-12-105, a late fee shall NOT be charged unless the rent is at least seven (7) calendar days late. If rent is not received by the Landlord within seven (7) calendar days of the Due Date, the Tenant agrees to pay a late fee of:

☐ \$50.00

☐ Five percent (5%) of the amount of the past due rent obligation.

(Note: Colorado law prohibits late fees exceeding the greater of \$50 or 5% of the past due rent).

2. **Returned Checks:** If a check is returned for insufficient funds, the Tenant shall pay a charge of \$ _____ (not to exceed \$20 or actual bank charges, whichever is greater) in addition to any late fees.

VI. UTILITIES AND SERVICES

The parties agree that utilities and services shall be the responsibility of the following parties:

1. **Electricity:** ☐ Landlord ☐ Tenant

2. **Gas/Heat:** ☐ Landlord ☐ Tenant

3. **Water/Sewer:** ☐ Landlord ☐ Tenant

4. **Trash Removal:** ☐ Landlord ☐ Tenant

5. **Internet/Cable:** ☐ Landlord ☐ Tenant

6. **Snow Removal:** ☐ Landlord ☐ Tenant

7. **Lawn Care:** ☐ Landlord ☐ Tenant

VII. OCCUPANTS AND GUESTS

1. **Occupants:** Only the persons listed as Tenant(s) in this Agreement and the following minors may reside at the Premises:

2. **Guests:** Guests may stay on the Premises for no more than _____ consecutive days or _____ days in a six-month period without prior written consent from the Landlord.

VIII. PETS

☐ **No Pets Allowed.** No animals are permitted on the Premises, except for service animals or assistance animals as required by law.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

Description of Pet(s):

Pet Deposit: \$ _____ (☐ Refundable ☐ Non-Refundable)

Pet Rent: \$ _____ per month.

IX. MAINTENANCE AND REPAIRS

1. **Landlord's Obligations:** The Landlord shall maintain the Premises in a habitable condition and comply with all state and local housing codes, pursuant to the Warranty of Habitability under C.R.S. § 38-12-503. This includes maintaining structural elements, plumbing, heating, and electrical systems.
2. **Tenant's Obligations:** The Tenant shall keep the Premises clean, sanitary, and in good condition. The Tenant is responsible for repairs caused by the negligence or misuse of the Tenant, guests, or pets.
3. **Notification:** The Tenant must promptly notify the Landlord of any necessary repairs or unsafe conditions.

X. RIGHT OF ENTRY

The Landlord shall have the right to enter the Premises for inspection, maintenance, repairs, or to show the property to prospective tenants or buyers. Except in cases of emergency, the Landlord shall provide the Tenant with at least:

_____ hours notice (typically 24-48 hours) prior to entry.
Entry shall be at reasonable times.

XI. COLORADO REQUIRED DISCLOSURES

1. RADON DISCLOSURE (C.R.S. § 38-12-803):

**THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
STRONGLY RECOMMENDS THAT ALL TENANTS HAVE AN INDOOR RADON
TEST PERFORMED BEFORE LEASING RESIDENTIAL REAL PROPERTY AND
RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED
RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON**

CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

The Landlord acknowledges the following regarding radon concentrations at the Premises (check one):

- ☐ The Landlord has no knowledge of radon concentrations at the Premises.
- ☐ The Landlord has knowledge of radon concentrations and has provided the Tenant with all available records and reports.

2. LEAD-BASED PAINT DISCLOSURE:

Is the Premises housing constructed prior to 1978?

- ☐ **YES.** The Landlord must provide the Tenant with a "Protect Your Family from Lead in Your Home" pamphlet and disclose any known lead-based paint hazards.
- ☐ **NO.** The Premises was constructed in 1978 or later.

3. BED BUG DISCLOSURE (C.R.S. § 38-12-1003):

The Landlord certifies that there is no current bed bug infestation at the Premises. The Tenant acknowledges that they have inspected the Premises and found no evidence of bed bugs. The Tenant agrees to report any suspected bed bug infestation to the Landlord electronically or in writing within 96 hours of discovery.

XII. DEFAULT AND REMEDIES

If the Tenant fails to pay rent or violates any provision of this Agreement, the Landlord may issue a Demand for Compliance or Possession (Notice to Quit) pursuant to C.R.S. § 13-40-104.

1. **Non-Payment of Rent:** The Landlord shall provide a ten (10) day notice (or as applicable by law for exempt properties) to pay rent or vacate.

2. **Other Violations:** For violations other than non-payment, the Landlord shall provide a ten (10) day notice to cure the violation or vacate.

XIII. ADDITIONAL TERMS AND CONDITIONS

Additional provisions agreed upon by the parties are as follows:

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. No amendment or modification of this Agreement shall

be valid unless in writing and signed by both parties.

XVI. SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT(S):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Colorado

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ (Landlord) and

_____ (Tenant(s)).

Signature of Notary Public: _____

My Commission Expires: _____ day of _____, 20____

(Seal)