

Colorado Management & Realty, Inc.
8120 Sheridan Blvd #A-200
Arvada Colorado 80003
(303) 433-2325



This is a legal instrument. If not understood, legal, tax or other counsel should be consulted before signing.
Colorado Management and Realty, Inc., (described as Landlord) hereby leases unto:

(Hereby described as Tenant). The premises in the State of Colorado described as follows;

ADDRESS CITY APT. #

Under the following terms:

1. TERM: The term of this lease shall be for the period starting on 20 and ending on the last day of 20 at 5:00 p.m. After the term of this lease the Tenant will become a month-to-month Tenant under the same terms and conditions stated within this lease or amendments made to this lease.

2. RENT: Payable in monthly installment of \$ in advance, by the Tenant commencing on the first day of each month. If the Tenant rents the premises after the first of the month, the rent will be prorated on a daily basis and credited on the second month the Tenant resides in the unit. Payments will be applied in the following order: past due security deposit, late charges, fines, damages to property, past due rent, current late charges and current rent. Rent payments will be made in money orders or checks made payable to Colorado Management and Realty, Inc. Absolutely "NO CASH WILL BE ACCEPTED." If Tenant pays in cash, Tenant agrees to be responsible if cash is lost or stolen. DO NOT PAY IN CASH. Rent is not considered paid until funds are tendered at the bank. Tenant agrees to provide copies of front & back of checks or other instruments covering rents if Landlord makes such a request. Landlord rents the units on a monthly basis and will not prorate any rent except as follows: Rent for will be prorated at \$ a day for days for a total of \$.

3. LATE CHARGES: Tenant agrees to pay a late charge of 10% of the past due rent balance. A late charge is assessed when it is not received in the office by noon on the fifth of the month. RENT IS DUE ON THE FIRST OF EVERY MONTH and is late on the 2nd of every month.

4. SECURITY DEPOSIT: The deposit for the premises to be held is in the amount of \$. Said deposit shall be applied to any and all damage, cleaning, and repairs, beyond that of normal wear and tear, and any breaches in the terms of this lease. Deposits minus any damages shall be refunded within 60 days of move out after Tenants has satisfied all obligations under the lease. It is understood that the security deposit shall not be applied to the last month's rent. 30 days written notice, must be received no later than the last day of the month prior to the Tenant vacating the unit. (Moving June 30 notice must be given by May31)

(a) Colorado Management Holding deposit

(b) Property Owner Holding Deposit

Security Deposit shall be held by the owner of the property not Colorado Management & Realty, Inc. It is understood that the owner has the right to commingle said deposits with other funds the owner may have. In the event a dispute arises over the disposition of the deposit, Colorado Management & Realty, Inc. will supply the Tenant with the owners name and address. In the event of change of ownership, the said deposit shall be transferred to the succeeding owner or manager, with the Tenant being provided the name and address of the new entity.

(c) Renewal Lease. Deposit in the amount of \$ has previously been paid.

5. UTILITIES: Tenant & Landlord agrees to pay the following:

Table with 6 columns: Utility Name, Tenant, Landlord, Utility Name, Tenant, Landlord. Rows include Heat, Electric, Water & Sewer, Trash, Association Dues, and Other.

Landlord has the right to interrupt all utilities, if necessary. Tenant is responsible for all cable, media, and phone wiring and its components in the unit. If the Tenant is responsible for any payment of utilities it is the Tenants responsibility to change service into their name within 24 hours of move in. If Tenant fails to immediately transfer service the Tenant agrees to reimburse the Landlord upon demand.

6. YARD CARE: Yard care and snow removal shall be done by TENANT \_\_\_\_\_ LANDLORD \_\_\_\_\_.

7. OCCUPANCY OF PREMISES: The premises will be occupied by the above names and

\_\_\_\_\_  
No other shall occupy the premises without written consent. Residents shall comply with all laws, ordinances, public rules and governmental regulations applicable to the premises and its use. Resident shall comply with the "House Rules" of the Landlord, (a copy of the "House Rules" as they now exist has been provided to resident). Landlord may amend the "House Rules", from time to time, in any reasonable manner. The resident shall not permit or suffer any act or omission constituting a nuisance to other residents, management or any authority, including without limitation, excessive noise, excessive traffic into and out of the premises, violence or threats of violence, and use of controlled substances.

8. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from 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, Lessors (owners) must disclose the presence of known lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE

a. \_\_\_ Presence of lead-based paint and/or lead-based paint hazard in the housing is unknown.

b. \_\_\_ Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

Records and reports available to lessor (check only one box)

a. \_\_\_ Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

b. \_\_\_ Lessor (owner) has reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing and has provided the lessees (residents) with all available reports or records (list documents). \_\_\_\_\_

Tenants has received from the Landlord the materials titled Protect your Family from lead in your home.

9. PETS: Tenant shall have no pets except those approved by the Landlord at anytime. Failure to obtain approval will result in a breach of this lease. A pet deposit of \$ \_\_\_\_\_, has been received for the following pets: \_\_\_\_\_  
The deposit will be held in the same manner as described in Paragraph 3.

10. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Landlord and each signer jointly and severally. In the event of default by any one signer, each signer shall be responsible for timely payment of the entire rent and all other provisions of this agreement.

11. DISHONORED CHECKS: If a check is returned from the bank for any reason and additional charge of \$25.00 will be assessed, in addition to all applicable late charges. Tenant further understands, if two rental payments are made by a check and are returned from the bank, all future payments on your account will be accepted only in the form of cashier's check or, money order. Any unpaid checks shall be turned over to the District Attorney for collection of triple damages.

12. USE OF PREMISES: Tenant shall hold the premises for the said term of the lease and any hold over period. The premises will be used for residential housing and no other use. Tenants also agree to keep the premises free all of hazardous material at all times.

13. DAMAGE OF PREMISES: Tenant shall give prompt notice of breakage, defects or accidents to premises. If the Tenant shall leave the unit unattended for more than 72 hours at any one time the Tenant will arrange to have the unit inspected every 72 hours by a person of the Tenants choice to ensure the unit is free from water breakage, sewer back-ups or other accidents that may occur while the Tenant is away. Sewer back-ups will be the responsibility of the Tenant if the Tenant caused the back up. Tenant will be liable for all damage done to premises caused by Tenant or Guest, and be liable to pay all repairs to restore premises. Tenants will be responsible for broken windows and screens at all times. The Landlord shall repair basic kitchen appliances including stoves, refrigerators, dishwashers and garbage disposals if the Tenant was not responsible for the appliances failure. Tenant during the term of the lease will be required to maintain and repair other appliances as the Tenant desires, such as but not limited to, air conditioning, washers, dryers, microwaves, water coolers, ice makers, water softeners, ect. The Tenant will not be responsible for the working condition of these appliances upon vacating the premises unless neglect has occurred from the Tenant. It is beyond ordinary wear and tear to cause holes in walls, ceiling, or damage done by waterbed. Tenants will not hold Landlord responsible for any inconvenience or loss the Tenant may experience while repairs are being made. Landlord may repair the premises from normal wear and tear, as the Landlord desires.

14. MAINTENANCE OF PREMISES: Tenant shall be responsible for interior maintenance and cleaning of the unit to ensure the unit is a safe and a healthy environment. Tenant agrees to maintain the premises in good condition including walls, appliances, carpeting, draperies, mini blinds, and plumbing fixtures. Tenant agrees not to change the locks without the Landlords permission. Tenant agrees not to use any part of the unit for storage, additionally the Tenant will dispose of trash and rubbish immediately from the unit. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate controls, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Tenant agrees to clean any mold or mildew from the unit immediately. If normal household cleaners fail to remove it, Tenant agrees to call the management company immediately. Tenant agrees to keep the premises pest free, If the Tenant is responsible for the pest, the tenant shall treat the property at their expense. Failure to maintain the premises to Landlord's approval will result in the Tenant being charged for the work that was done. Landlord has sole judgment if the premises has or has not been properly maintained. The term Landlord applies to all owners, managers and any employees. Any repairs that are done to the premises may be done during usual hours. It will be the responsibility of the Tenant to coordinate the time for the repairs to be done with the vendor. **Any improvements or alterations made to the premises must first be approved by the Landlord in writing.**

15. RIGHT TO INSPECT OR SHOW PROPERTY: Landlord has the right to enter the premises at any reasonable time to inspect the premises for defects or a breach in this lease or show property to potential buyers and other business the Landlord may need to conduct.

16. DESTRUCTION OF PROPERTY: In the event of fire or other cause, which leaves the property uninhabitable, and the Tenant was not at fault, the Landlord may terminate the lease or restore the premises within 30 days and prorate the rent for the period of time the premises is being restored. In the event the fire or destruction is the Tenant's fault, all terms of this lease are enforceable.

17. NOTICES: **Tenant will give at least 30 days written notice prior to the end of the lease, or 30 days written notice prior to moving,** if Tenant is a month-to-month Tenant. **The written notice must fall on the last day of the month that the Tenant is moving.** **Failure to meet these lease requirements could result in forfeiture of the deposit.** The Tenant must use the NOTICE TO MOVE & ACCEPTANCE RECEIPT form provided by the Landlord. Tenant must keep the acceptance receipt until they receive their deposit refund accounting as proof notice was given. **If the Tenant fails to return all the keys on the move-out date, rent will be charged until such a time as all the keys are returned.** The Landlord may increase the monthly rent rate by giving the Tenants 15 days written notice. Notices and information will be mailed to the Tenants last known address.

18. HOUSE RULES AND REGULATIONS: Resident and Guest shall comply with all laws, ordinances, public rules and governmental regulations applicable to the premises and its use. Resident and Guest shall comply with the rules and regulations of the Landlord, or any other organization, which controls the property. (A copy of the rules and regulations as they now exist has been provided to Resident). The Resident agrees to pay any fines or penalties that might be imposed for non-compliance. Landlord may amend the rules and regulations, from time to time, in any reasonable manner. The Resident shall not permit or suffer any act or omission constituting a nuisance to other residents, management or any authority, including without limitation, excessive noise, excessive traffic into and out of the premises, violence or threats of violence, and use of controlled substances. If such complaints are received and verified the Tenant agrees to vacate within 3 days of receiving notice. This paragraph does not release the Tenant from any of the obligations under the lease.

Resident Acknowledges Receipt of a copy of the "House Rules". Initials \_\_\_\_\_

19. PAYMENT OF FUTURE RENT: In the event that Resident shall be in default of the payment of rent or any other term or covenant of this lease agreement, Landlord may make such demand of Resident as required by law and proceed with legal action to regain possession of the premises and to dispossess Resident, all without terminating Resident's obligation under this lease agreement. If Landlord regains possession of the premises pursuant to this paragraph, Landlord shall use reasonable efforts to rent the premises and shall apply any rent received first to costs to recover possession and restore the premises to rentable condition and then to sums due by Resident pursuant to this lease agreement.

20. LIABILITY: The Landlord does not carry insurance for Tenants personal property. **TENANTS MUST CARRY RENTER'S INSURANCE.** Tenant shall be liable for any property damage or injury to anyone from negligence of the Tenant.

21. HABITABLE CONDITION: Property is rented in, **as is condition.** The landlord warrants at time of move-in the premises are in habitable condition. Tenant agrees to maintain the unit in habitable condition during their tenancy. Any agreement for additional repairs, replacement or improvements to the premises must be in writing and agreed by both parties. Verbal agreements from either party will not be enforceable. A move in inspection report will be given to the Tenant prior to moving in to list any damages that may be present at move-in. If move in inspection form is not returned by the Tenant within 10 days of move-in, the property shall be considered perfect condition. **The move-in inspection report is not a list of repairs that the Landlord has agreed to complete only a report of the condition of the unit at time of move-in.**

22. POSTING OF FOR RENT SIGNS: During the term of this agreement, Tenant will permit the posting of customary (FOR RENT) or (FOR SALE) signs and after reasonable telephone notice to permit the Landlord or his agents to show the premises to prospective Tenants or Purchasers.

23. VEHICLES: No vehicle, motorcycle, bicycle or similar device may be parked on the lawn or in the yard. No inoperable cars or vehicles for any reason are allowed on the property. Tenant agrees to abide by all rules governing parking areas including but not limited, to permits, assigned parking, and vehicle registration and other rules that may change from time to time.

24. DISTURBANCE: Complaints of excessive noise or disturbances from neighbors or criminal activity, is reason for termination of this lease with 3 days notice. If such complaints are received and verified the Tenant agrees to vacate within 3 days of receiving notice. This paragraph does not release the Tenant from any of the obligations under the lease.

25. MISCELLANEOUS:

- A. Any part of this lease which does not comply with Colorado law is void without effecting any other provision.
- B. The term Tenant applies to every signer of this lease.
- C. The term Landlord applies to all owners, managers and any employees.
- D. Landlord practices fair housing laws.
- E. Reasonable or usual hours are 7:00 am to 8:00 pm
- F. Tenants agree that Landlord may disclose to anyone all information that the Landlord has available regarding Tenant.

26. SUBORDINATION: Landlord may encumber the premises by one or more mortgages, and this lease will be subordinated to any and all encumbrances during the term of the said lease.

27. ABANDONMENT OF PREMISES: In the event the Tenant fails to remove all personal property from the premises upon the termination or eviction of this lease, the Landlord will have the right to remove and dispose, at the Tenant's expense, all personal property.

28. ATTORNEY FEES: In the event of any default or breach of this lease agreement by Tenant, Landlord shall be entitled to recover all cost, and expenses including a reasonable sum for attorney fees expended or incurred by reason of any default or breach of any of the terms of this agreement, whether or not a suit is filed. The parties agree that venue for any dispute shall be proper in the County in which the permissions are located, and Tenant hereby grants to the Landlord authorization to obtain information from credit reporting agencies for the purpose of locating the resident.

29. LANDLORDS AGENT: Colorado Management & Realty Inc. is the agent for the property owner and works solely on behalf of the property owner and their interest of the landlord with the utmost good faith, loyalty and fidelity. Colorado Management negotiates on behalf of and acts as an advocate for the landlord. The Landlords agent must disclose to potential tenants all adverse material facts actually known by the Landlords agent about the property. Colorado Management & Realty Inc. in no way represents you as a Tenant.

29. ADDITIONAL PROVISIONS:

**THE UNDERSIGNED HEREBY AGREES THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO OTHER AGREEMENTS HAVE BEEN MADE EITHER IN WRITING OR VERBALLY BY EITHER PARTY UNLESS NOTED IN ADDITIONAL PROVISIONS.**

**THIS LEASE IS NOT VALID UNTIL SIGNED BY "PROPERTY MANAGER"**

TENANT: \_\_\_\_\_ TENANT: \_\_\_\_\_

DATE: \_\_\_\_\_ KEYS: \_\_\_\_\_ PARKING SPACE # (IF APPLICABLE) \_\_\_\_\_

COLORADO MANAGEMENT AND REALTY INC.

RESIDENT MANAGER \_\_\_\_\_ DATE: \_\_\_\_\_

By: \_\_\_\_\_ DATE: \_\_\_\_\_

Steve Smalley  
Property Manager

(REV 09-08)

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, landlord includes sublandlord and tenant includes subtenant.

**Landlord's Agent:** A landlord's agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential tenants all adverse material facts actually known by the landlord's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the landlord.

**Tenant's Agent:** A tenant's agent works solely on behalf of the tenant to promote the interests of the tenant with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the tenant. The tenant's agent must disclose to potential landlords all adverse material facts actually known by the tenant's agent, including the tenant's financial ability to perform the terms of the transaction and, if a residential property, whether the tenant intends to occupy the property. A separate written tenant agency agreement is required which sets forth the duties and obligations of the broker and the tenant.

**Transaction-Broker:** A transaction-broker assists the tenant or landlord or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a tenant's financial ability to perform the terms of a transaction and, if a residential property, whether the tenant intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

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## **RELATIONSHIP BETWEEN BROKER AND TENANT**

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as:

\_\_\_\_\_ or real estate which substantially meets the following requirements:

\_\_\_\_\_.

Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.

### **CHECK ONE BOX ONLY:**

**Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

**CHECK ONE BOX ONLY:**

**Customer.** Broker is the landlord's agent and Tenant is a customer. Broker is not the agent of Tenant.

Broker, as landlord's agent, intends to perform the following list of tasks:

**Show** a property  **Prepare and Convey** written offers, counteroffers and agreements to amend or extend the lease.

**Customer for Broker's Listings – Transaction-Brokerage for Other Properties.** When Broker is the landlord's agent, Tenant is a customer. When Broker is not the landlord's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

**Transaction-Brokerage Only.** Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

If Broker is acting as a transaction-broker, Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.

**THIS IS NOT A CONTRACT.**

If this is a residential transaction, the following provision shall apply:

**MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.

**TENANT ACKNOWLEDGMENT:**

Tenant acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Tenant Tenant

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Tenant)

with this document via Attached to lease and retained a copy for Broker's records.

Brokerage Firm's Name: Colorado Management & Realty Inc

\_\_\_\_\_  
Broker