**Residential Lease Agreement**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Landlord") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Tenant").

**W I T N E S S E T H :**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in Arapahoe County, Colorado, such real property having a street address of 6258 S. Albion Court, Centennial, CO 80121 (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the sum of TEN DOLLARS ($10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM**. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [specify number of months or years], such term beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012, and ending at 12 o'clock midnight on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

2. **RENT**. The amount of the rent per month is the sum of Two Thousand One Hundred Ninety DOLLARS ($2,190.00) payable on or before the 1st day of each month of the term. The rent due date is the date the Landlord must receive the Tenant’s payment. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand. The full rental for the entire lease term is the sum of Twenty Six Two Thousand Eighty DOLLARS ($26,280.00).

3. **SECURITY DEPOSIT**. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of Two Thousand One Hundred Ninety DOLLARS ($2,190.00), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof, including cleaning, excessive wear and tear and unreturned keys once the Agreement has ended and/or for any unpaid charge or attorney fees suffered by the Landlord by reason of Tenant’s default of this Agreement. Landlord’s recovery of damages will not be limited to the amount of the Security Deposit. Such Security Deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises or costs, upon the termination of this Agreement within 30 days.

4. **USE OF PREMISES**. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord’s written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES**. Tenant stipulates, represents and warrants that Tenant has inspected the Premises, the interior and exterior of the Premises, as well as all equipment and any appliances, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition. The Tenant agrees that the Landlord has not made any promises regarding the condition of the Premises. The Tenant agrees to return the Premises to Landlord at the end of the Agreement in the same condition it was in at the beginning of the Agreement, normal wear and tear excepted.

6. **ASSIGNMENT AND SUB-LETTING**. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS**. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **HAZARDOUS MATERIALS**. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

9. **APPLIANCES.** Landlord will supply and maintain a range and dishwasher. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by the Tenant will become the full responsibility of the Tenant either in the appliance repair or replacement. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Premises at the end of the lease term.

10. **UTILITIES**. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Tenant agrees that Landlord will not be held responsible for the loss of use or discontinuation or interruption of any utility beyond the Landlord’s control. Tenant shall notify the Landlord of any malfunction of a utility.

11. **MAINTENANCE AND REPAIR; RULES**. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

(a) Properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary;

(b) Not obstruct the driveways, sidewalks, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

(c) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

(d) Not obstruct or cover the windows or doors;

(e) Not leave windows or doors in an open position during any inclement weather;

(f) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

(g) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

(h) Keep all air conditioning filters clean and free from dirt;

(i) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

(j) Tenant, Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb the neighbors;

(k) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with neighbors;

(l) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building;

(m) Provide pest control services;

(n) Abide by and be bound by any and all rules and regulations affecting the Premises which may be adopted or promulgated by the Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES**. In the event the Premises are taken by any authority having power of condemnation, destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such taking, injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such untenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES**. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. It is required that Landlord has a working set of keys and/or security codes to gain access to the Premises. Tenants will not change or install additional locks, bolts or security systems without the written permission of the Landlord. Unauthorized installation or changing of any locks will be replaced at the Tenant’s expense.

14. **SUBORDINATION OF LEASE**. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **SURRENDER OF PREMISES**. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

16. **ANIMALS**. Tenant shall be entitled to keep no more than one (1) domestic dog weighing less than \_\_ pounds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of Five Hundred DOLLARS ($500.00) which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building. Continual reports of excessive animal noise (such as a barking dog) will be grounds for the Landlord’s withdrawal of permission to have an animal on the Premises.

17. **QUIET ENJOYMENT**. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

18. **INDEMNIFICATION**. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every such kind and nature.

19. **DEFAULT**. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Agreement by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder for the entire lease term to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity, including eviction, or may immediately terminate this Agreement. Tenant shall be liable for any monies owed to Landlord as a result of Tenant’s default. Tenant agrees that any court costs and/or fees incurred as a result of the breach of the Agreement by Tenant will be due and payable to the Landlord by Tenant.

20. **LATE CHARGE**. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_\_\_\_\_\_).

21. **ABANDONMENT**. If at any time during the term of this Agreement Tenant abandons the Premises, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

22. **CRIMINAL ACTIVITIES.** The Landlord has zero tolerance for criminal activity in or around the Premises. In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take all legal measures necessary to evict the Tenant from the Premises. This includes but is not limited to illegal drug activity and domestic disturbances. The Tenant will be responsible for the rent remaining for the balance of the lease term, court costs, attorney fees, and other charges in accordance with state and local regulations.

23. **ATTORNEYS' FEES**. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. **GOVERNING LAW**. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Colorado.

25. **ENTIRE AGREEMENT**.This Agreement comprises the entire agreement of the parties and supersedes all previous communications, representations and agreements with respect to the subject matter of the Agreement.

26. **SEVERABILITY**. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT**. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **DESCRIPTIVE HEADINGS**. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. **CONSTRUCTION**. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. **NON-WAIVER**. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. **MODIFICATION**. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

32. **NOTICE**. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4643 S. Ulster St., Suite 843, Denver, CO 80237

If to Tenant to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Tenant’s Name*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Tenant's Address*]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. **ADDITIONAL PROVISIONS; DISCLOSURES**. Attached hereto are (i) Lead-Based Paint Disclosure (Rentals); (ii) Asbestos Disclosure Agreement; and (iii) Mold and Mold-Forming Condition Disclosure

**As to Landlord this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012.**

**LANDLORD:**

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**As to Tenant, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012.**

**TENANT ("Tenant"):**

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_