



APARTMENT LEASE CONTRACT



This is a Binding Legal Document. If not understood, legal, tax or other counsel should be consulted before signing.

Date of Lease Contract: \_\_\_\_\_ at the on-site manager's office, or
(when the Lease Contract is filled out) \_\_\_\_\_ at \_\_\_\_\_

1. PARTIES. This Lease Contract is between you, the resident (list all people signing the Lease Contract): \_\_\_\_\_

(collectively "Resident") and us, the owner of the apartment or its authorized agent:

("Owner"). Resident agrees to rent Apartment No. \_\_\_\_\_ at \_\_\_\_\_ (street

address) in \_\_\_\_\_, Colorado, \_\_\_\_\_

(zip code), in \_\_\_\_\_ County (the "Apartment"), for use as a private residence only. If anyone else has guaranteed performance of this Lease Contract, they also need to sign this Lease Contract (collectively "Guarantors").

2. OCCUPANTS. The Apartment will be occupied only by Resident and (list all other occupants not signing the Lease Contract): \_\_\_\_\_

No one else may occupy the Apartment without Owner's prior written consent, which consent may be withheld in the sole discretion of the Owner and which, as a condition of being granted, may require the submission of an application and the funds for a background check. A person shall be considered to be occupying the Apartment if the person reasonably appears to be using the Apartment as a place to live. Indications of occupancy shall include, but not be limited to: coming and going to the Apartment with the use of a key, providing any third-party (including the police) with the address of the Apartment as that person's residential address, receiving mail at the Apartment, keeping clothes or personal effects at the Apartment, commonly being present in the Apartment or common areas of the apartment community, or commonly parking the person's vehicle for extended periods of time or overnight. A person who engages in unauthorized occupancy of the Apartment and thereby creates a violation of this Lease Contract, even if that person owns or leases other residential property, Resident is responsible for the conduct of any and all occupants and guests. Any person in the common areas coming to or from the Apartment shall be Resident's guest.

3. CONTRACT TERM. The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, and ends at midnight the \_\_\_\_\_ day of \_\_\_\_\_. Resident must give written move-out notice as required by paragraph 4.

4. NOTICE TO QUIT AND HOLDOVER. Resident agrees, at least thirty (30) days prior to the expiration of the term, to give written notice to Owner of Resident's intention to vacate the Apartment at the end of the term of the Lease Contract. If such notice is not timely given, Resident shall be liable for and agree to pay Owner the rent due for the following month if the Apartment is not re-rented. Owner is not obligated to give 30 days notice. Owner must give the appropriate notice provided for in the Colorado Revised Statutes, which in some cases is as little as 3 days notice. In the event that Resident holds over the Apartment after the term of the Lease Contract, the tenancy shall be deemed a month-to-month residency at an increased monthly rental rate if Owner gives written notice to Resident of such rental rate increase at least 45 days prior to the effective date of the rental rate increase. All other provisions of the Lease Contract, including the provision requiring Resident to give at least 30 day notice of Resident's intention to vacate, shall remain in full force and effect. Regardless of the number of days in a month, Resident agrees that notices tendered after the first day of any month shall not be effective to terminate this Lease Contract until the last day of the following month (example: notice received on June 3 will not terminate lease until July 31).

5. SECURITY DEPOSIT. A. Resident has deposited with Owner the sum of \$\_\_\_\_\_ as security deposit against the breach of any of Resident's covenants and agreements contained herein, including without limitation: damage to the building of which the Apartment is a part, common areas and buildings owned by Owner and surrounding or adjacent to the building which the Apartment is a part, furniture, fixtures, appliances, and carpet; abandonment of the Apartment; nonpayment of rent, late charges, insufficient check charges, and attorneys' fees.

B. The security deposit or other like amounts received by Owner from Resident pursuant to this Lease Contract will be held and disbursed subject to the terms of this Lease Contract and law. In the event Owner appoints his agent, broker, or manager to hold and disburse said funds, Resident hereby consents to such appointment. In the event of a sale of the Apartment by Owner, upon Owner's compliance with the applicable law, Resident will look solely to the successor owner, or said owner's agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to original Owner. It is agreed that \_\_\_\_\_ shall initially hold the security deposit, subject to further assignment, as authorized.

6. KEYS. Resident will be provided \_\_\_\_\_ apartment key(s), \_\_\_\_\_ mailbox key(s), \_\_\_\_\_ garage door openers, and \_\_\_\_\_ other key(s) for \_\_\_\_\_. KEYS MUST NOT BE DUPLICATED. Any Resident or occupant who has permanently moved out according to a remaining Resident's affidavit is (at Owner's option) no longer entitled to occupancy or keys.

Resident must pay rent on or before the 1st day of each month (due date) with no grace period. Owner may, at Owner's option, require at any time that Resident pay all rent and other sums in certified or cashier's check, money order, or one monthly check, rather than multiple checks. However, cash is unacceptable without Owner's prior written permission. Promised rent to the first of the next month is \$\_\_\_\_\_. If Resident doesn't pay rent or other charges on time, all remedies under this Lease Contract will be authorized. If Resident doesn't pay all rent or before the \_\_\_\_\_ day of the month Resident shall pay an initial late charge of \$\_\_\_\_\_, plus a late charge of \$\_\_\_\_\_ per day until paid in full. Resident shall pay a charge of \$\_\_\_\_\_ for each returned check, plus initial and daily late charges from due date until Owner receives acceptable payment. Resident may not withhold or offset rent for any reason.

The Apartment will be: \_\_\_\_\_ furnished; or \_\_\_\_\_ unfurnished.

8. UTILITIES. Resident shall pay for the following items, if checked: \_\_\_\_\_ water; \_\_\_\_\_ gas; \_\_\_\_\_ electricity; \_\_\_\_\_ cable TV; \_\_\_\_\_ wastewater; \_\_\_\_\_ trash; \_\_\_\_\_ master antenna.

Resident shall pay for all other utilities, related deposits, connect and disconnect fees, and charges on utility bills delivered to the Apartment or connected in Resident's name or during Resident's tenancy. Resident must not allow utilities to be disconnected - including disconnection for not paying bills - until the Lease Contract term or renewal period ends. Owner, at Owner's option, may pay any past due utility bill on behalf of Resident add the amount paid to the balance due by Resident under this Lease Contract and proceed against utilize all remedies available against Resident for nonpayment of amounts due under this Lease, including termination of the right of possession and the accruing of late fees on the amounts advanced. Cable channels that Owner provides, if any, may be changed during the Lease Contract term. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, use only battery-operated lighting. Owner does not warrant, represent or guarantee that utility services will be uninterrupted during the term of this Lease Contract. To the extent an interruption of utilities is within the control of Owner, Owner shall use reasonable efforts to restore interrupted utility service. In the event a utility provider bills Owner for utilities associated with the Apartment which are combined with utilities for other apartments within the apartment community, Owner may allocate those utility charges between the various apartments using a formula based on sub-metering, comparative square footage, number of bedrooms, or number of bathrooms, at the choice of Owner and Owner shall be free to change the method of allocation during the term of this Lease Contract. Additionally, Owner or a third-party billing service may charge a reasonable monthly fee for the cost of administering and billing any shared utility charges.

9. INSURANCE. Owner does not warrant, represent or guarantee the safety of Resident's personal property. Resident hereby releases Owner from any and all claims for damage or loss to Resident's personal property and shall indemnify and hold Owner harmless, including Owner's attorney fees and costs, from any claims associated with Resident's personal property regardless of by whom such claims are brought, including Resident's insurer. Owner advises Resident to obtain insurance for losses due to theft, fire, smoke, water damage, and the like. OWNER'S INSURANCE POLICIES PROVIDE NO COVERAGE FOR RESIDENT'S PROPERTY, INCLUDING RESIDENT'S AUTOMOBILE.

10. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, Owner shall not be liable to Resident for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) Resident's right to terminate as set forth below. If the delay is longer than \_\_\_\_\_ days, Resident shall have the right to terminate this Lease Contract (if no date is filled in, it shall mean 7 days). The termination notice must be in writing. After termination, Resident is entitled only to a refund of the deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent Resident from occupying the Apartment.

11. COPIES AND ATTACHMENTS. This Lease Contract has been executed in multiple copies - one for Resident and one or more for Owner. By signing the Lease Contract, Resident acknowledges the receipt of a copy of the Lease Contract and all its attachments. Resident should retain a copy of the lease contract and all attachments.

12. REIMBURSEMENT FOR REPAIRS. Resident shall promptly reimburse Owner for all loss, damage, or cost of repairs or service in the Apartment or to the exterior of the Apartment regardless of the cause or by whom damaged, except for damage caused by the Owner or which is the result of ordinary wear and tear. Resident shall promptly reimburse Owner for loss, damage, or cost of repairs or service caused anywhere in the apartment community by Resident or any guest's or occupant's improper use or negligence. Owner may require payment at any time, including advance payment of repairs for which Resident is liable. Any delay in Owner demanding sums owed shall not be a waiver.

13. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any signed written addendum or by reasonable changes of apartment rules. If, at least 45 days before the Lease Contract term or renewal period ends, Owner gives Resident written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without the necessity of Resident's signature) unless Resident give Owner 30-days written move out notice (under paragraph 4).

14. DISCLOSURE RIGHTS. Owner may disclose the identities and addresses of Resident and all occupants to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau. Owner shall not be obligated to disclose any information to any other third-party. At Owner's option, Owner may disclose information regarding rental history if requested or authorized by Resident in writing.