

Colorado Month to Month Lease Agreement

1. Parties

This lease for the rental of residential property is between

_____ ("owner/agent")
and _____ ("resident")

The owner is: (optional)
Name _____

Address _____ Phone _____

The agent authorized to manage the leased premises for the owner and to enter into this lease is:

Name _____

Address _____ Phone _____

The resident manager is:

Name _____

Address _____ Phone _____

2. Leased Premises

Owner/agent hereby leases to resident the premises described below:

(Street Address) (Unit No.) (City)

Colorado. The premises shall also include:

[specify furniture (*inventory should be attached*),** parking space, storage space, if any].

3. Term

A. Month-to-month. The term of this lease shall begin at _____m. o'clock on _____, 20__, and end at _____, __.m. o'clock on the last day of the same calendar month. Following such initial period, the term of this lease shall run from month to month beginning _____, 20__, and shall be automatically renewed for additional periods of one month thereafter until terminated by either party giving _____ days written notice prior to the end of the rental month (specify number of days -- must be at least 10). The rental month shall begin with the due date of the monthly rent.

If the lease term does not begin on the first day of the month, rent shall be prorated to the last day of that month.

4. Rent (CROSS OUT EITHER PARAGRAPH A OR PARAGRAPH B)

A. Month-to-month. If the lease term does not begin on the first day of the month, the first month's prorated rent is \$ _____, due on _____, 20___. The full monthly rental price for the term of this lease is \$ _____ monthly, due on the _____ day of each month, beginning _____, 20___. The rental price may not be changed without _____ days written notice prior to the end of the rental month (specify number of days -- must be at least 10).

Rent payments shall be made to _____ (name) at _____ (address). Resident shall incur and be charged \$ _____ per day as a late fee for payment of rent received after _____ m. o'clock on the _____ day of the month. Such fee, which will be considered additional rent, may be collected immediately by owner/agent or, at owner/agent's option, such fee may be withheld from resident's security deposit if written notice of such intended withholding is provided to resident within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve owner/agent of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if owner/agent agrees in writing. *Resident should request such waiver by notifying owner/agent on or before the rental due date and mutually arranging an alternative payment date.***

A charge of up to \$ _____ may be imposed for any resident's check returned to owner/agent because of insufficient funds, whether the check is for rent, security deposit, or other payment.

Any late fee and returned check charge shall be a reasonable estimate of the administrative costs incurred by owner/agent.

5. Notice

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:

To resident: at the premises, or at resident's last known address

To owner/agent: at

Notice to one resident shall be deemed to be notice to all residents.

6. Security Deposit (CROSS OUT EITHER PARAGRAPH A OR PARAGRAPH B)

A. Resident has paid owner/agent the sum of \$ _____ as a security deposit to secure the performance of this rental agreement.

B. By optional and mutual agreement between owner/agent and resident, resident agrees to pay the security deposit in the total amount of \$ _____, according to the following payment schedule:

C. Any advance or deposit of money, whether termed last month's rent, damage deposit, or security deposit, constitutes a security deposit under this section.

D. Resident may not use the security deposit in place of rent without the written permission of owner/agent.

E. 3.69% (01/01/08 – 12/31/08) simple interest per annum shall be paid within one month of termination of the lease or surrender and acceptance of the premises, whichever occurs last, on the full amount of the deposit in the owner/agent's possession.

F. It is the duty of resident to return the premises, including any outside areas, yards or driveways required to be maintained by resident under this lease, to their condition at the commencement of this lease, except for normal wear and tear. *Colorado state law defines normal wear and tear as: "that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests."***

G. Owner/agent shall return the security deposit to resident within one month after termination of this lease or surrender and acceptance of the premises, whichever occurs last, unless a longer period of time for return of the deposit is specified here: _____ days (specify number of day -- must not be more than 60). If actual cause exists for retaining any portion of the security deposit, owner/agent shall provide resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Owner/agent is deemed to have complied with this paragraph G by mailing said statement and any payment required to the last known address of resident. The failure of owner/agent to provide a written statement within the period of time stated above shall work a forfeiture of all owner/agent's rights to withhold any portion of the security deposit.

H. Owner/agent, at owner/agent's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph H shall relieve owner/agent of any obligation created by the state security deposit law set forth in Colorado Revised Statutes 1973, section 38-12-101 et seq.

7. Eviction/holding over

A. Owner/agent may evict resident from the premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease.

B. Resident shall continue to be liable for rent and be bound by the other provisions of this lease during the time resident remains in possession of the leased premises even though owner/agent has chosen to seek eviction because of resident's breach of this lease.

C. If the premises are abandoned or if resident is evicted, resident will remain liable for any loss of rent for the remainder of the lease term. Owner/agent will attempt to re-rent the premises to minimize any loss.

D. Eviction procedures, including notice requirements, as set forth in Colorado Revised Statutes 1973, section 13-40-101 et seq. (court-ordered evictions) shall be the sole remedy available to owner/agent to evict a resident.

8. Occupancy

No more than ____ persons may reside in the leased premises

For information on occupancy limits under City of _____ zoning laws, call the City Zoning Department,

Resident shall not allow guests to stay upon the premises more than _____ days per month without written consent of owner/agent.

9. Use

Resident shall use the premises for residential purposes only unless otherwise agreed in writing.

Resident shall not engage in any illegal activities on the premises.

10. Utilities

Resident shall be responsible for paying for the following utilities or services connected with the premises (check those applicable):

- A. water ____
- B. sewer ____
- C. electricity ____
- D. gas ____
- E. phone (if desired) ____
- F. trash pick-up ____
- G. other ____
- H. other ____

Within 3 business days after the beginning of the lease term, resident shall arrange for such utilities or services and for billing directly to resident, unless otherwise agreed here:

Provision of and the payment for utilities and services listed above but not checked shall be the responsibility of owner/agent.

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. Privacy

Resident shall permit owner/agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if owner/agent reasonably believes that an emergency exists, such as a fire or broken water pipe, or that the premises have been abandoned.

12. Assignment/subleasing/release

Resident shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of owner/agent.

Owner/agent agrees to release resident from this lease if resident finds a replacement resident, acceptable to owner/agent, who will sign a new lease for the remaining term. Owner/agent shall exercise good faith and reasonableness in accepting a replacement resident.

13. Noise and Nuisance

Resident agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

14. Rules and Regulations

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease (a copy of which is attached to and hereby made part of this lease) and to such amended rules or regulations which resident agrees to in writing.

15. Check-in/check-out sheet

A check-in/check-out sheet may be attached to this lease. *Complete and sign this form within seven days of occupancy in order to help protect both parties.***

16. Furnishings

If the premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this lease. *Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.***

17. Repairs and Maintenance

*Rental property in the City of _____ is required to have a rental license. In order to have a rental license, the property must be in compliance with the City of _____ Housing code, which establishes minimum health, safety and maintenance standards for housing in the City.***

If repairs are required in order for the premises to be in compliance with the _____ Housing code, owner/agent shall be responsible for making such repairs. _____ (specify "owner/agent" or "resident") shall be responsible for payment of any costs of such repairs unless the repairs were necessitated by the negligence or willful acts of the other party to this lease. If resident believes repairs are necessary, resident should contact owner/agent and request such repairs. *If owner/agent does not correct the problem within a reasonable time, resident should contact the _____ Housing Inspection Division to request assistance.***

Resident shall not make repairs without written consent of owner/agent.

Resident shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the premises or common areas caused by the negligence or willful acts of resident, members of resident's household, or guests. Excessive damage to the premises by resident, members of resident's household, or guests shall be grounds for owner/agent to evict resident.

18. Constructive Eviction

When conditions beyond the control of resident cause the premises to become **legally uninhabitable**, and when owner/agent is responsible for remedying those conditions but does not do so within a reasonable time after

notification by resident, resident may vacate the premises, terminate this lease, and owe no future rent. *It is recommended that resident consult legal counsel prior to exercising the remedy of constructive eviction.***

19. Outside Maintenance

A. Resident shall be responsible for the routine care and maintenance of the yard and outside areas as follows: (check those applicable):

- 1. mowing lawn _____
- 2. watering lawn, shrubs and trees _____
- 3. removing weeds _____
- 4. raking leaves _____
- 5. removing snow and ice from:
sidewalks and walkways _____
driveways _____
parking areas _____
- 6. other _____
- 7. other _____

The routine care and maintenance of items listed above but not checked shall be the responsibility of owner/agent.

B. Resident's obligation to perform any task set forth in paragraph 19.A. is subject to owner/agent supplying resident with equipment appropriate to the task as follows (check those applicable):

- 1. lawn mower _____
- 2. hoses and sprinklers _____
- 3. rake _____
- 4. snow shovel _____
- 5. other _____
- 6. other _____

20. Alterations to Premises

Resident agrees that before making alterations to the premises including, for example, painting, adding or changing door locks, or altering landscaping, advance written consent of owner/agent will be obtained.

21. Pets

No pet shall be allowed without prior written consent of owner/agent

(Insert consent, if any).

22. Parking

23. Insurance

*Owner/agent's insurance does not cover resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If resident desires to insure personal possessions or to insure against resident's personal liability, renter's insurance should be obtained.***

24. Attorney's fees

In the event of any legal action concerning this lease which results in a judgement, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

25. Liability

Resident will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of resident. Owner/agent will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of owner/agent.

26. Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

27. Waiver

Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

28. Severability

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

29. Joint and Several Liability

If this lease is signed on behalf of resident by more than one person, then the liability of the persons so signing shall be joint and several. *The language "joint and several" means that if more than one person has signed this lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between owner/agent and resident. For example, one person signing the lease may be liable for any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease.***

30. Signatures/amendment of lease

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this ____ day of _____, 20__.

Owner/agent

Resident

NOTE: This model lease has been recommended by the _____ City Council for use by lessors and lessees of residential property in the City of _____. The provisions of the model lease will be reviewed periodically. Comments and suggestions pertaining to the model lease from both lessors and lessees of residential property are welcome. Written comments and suggestions may be mailed to City of _____, City Council Office.

SAMPLE FORM

This is a sample form of a check-in/check-out sheet. It may be used as is, it may be modified to suit your needs, or you may replace the sample form and attach your own check-in/check-out sheet to the lease. If you do not wish to use the sample form, it is suggested that this page be marked with an "X".

CHECK ONLY IF DEFECTIVE: <i>Move-in</i>	COMMENTS <i>Move-in</i>		CHECK ONLY IF DEFECTIVE <i>Move-out</i>	COMMENTS <i>Move-out</i>
		LIVING ROOM		
		Carpets		
		Drapes		
		Walls & Woodwork		
		Windows & Tracks		
		Screens		
		Heat Registers		
		Light Fixtures		
		Air Conditioner		
		BEDROOMS		
		Carpet		
		Drapes		
		Walls & Woodwork		
		Windows & Screens		
		Heat Registers		
		Light Fixtures		
		Closet & Doors		
		BATHROOMS		
		Ceramic Tiles		
		Bathtub & Sink		
		Toilet Bowl & Base		
		Mirror & Medicine Cabinet		
		Vanity - Inside and Out		
		Light Fixtures		
		Floor Covering		
		Walls & Woodwork		
		Windows & Screens		
		Towel Bars		
		Shower Rod		
		KITCHEN		
		<i>Range:</i>		

		Surface Areas		
		Burners		
		Drip Pans		
		Oven & Racks		
		Broiler Pan & Rack		
		Range Drawer		
		Exhaust Fan		
		<i>Refrigerator:</i>		
		Surface Areas		
		Freezer		
		Ice Trays		
		Interior Areas		
		<i>General:</i>		
		Cabinets/Drawers		
		Sink & Disposal		
		Walls & Woodwork		
		Light Fixtures		
		Windows & Screens		
		Floor Covering		
		GENERAL		
		Hallways - Walls		
		Hallways - Carpet		
		Storage Closets		
		Entry Door		
		Coat Closet		
		Light Fixtures		

Miscellaneous:

Owner/agent will make the following repairs by the following dates:

Repair	Completion Date
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Checked at move-in

by _____ on _____, 20____.
(signature of owner/agent) (date)

and _____ on _____, 20____.
(signature of resident) (date)

Checked at move-out by

by _____ on _____, 20____.
(signature of owner/agent) (date)

and _____ on _____, 20____.
(signature of resident) (date)

**** THE PORTIONS OF THIS LEASE WHICH APPEAR IN ITALICS ARE FOR EDUCATIONAL OR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT PART OF THE LEASE AGREEMENT ITSELF AND DO NOT CREATE ANY OBLIGATIONS UNDER THE LEASE.**