

SAMPLE RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Lease") is entered into on this _____
(Date), between Swift and Falcon Property Management LLC, a Colorado limited liability
company ("Landlord") and

("Tenant" or collectively, "Tenant", if applicable).

The Landlord and Tenant agree that:

- 1. Premises.** Landlord leases to Tenant and Tenant leases from Landlord, for use as a private residence only, the residence located at:
Address: _____ ("Premises").
- 2. Lease Term.** The term of this Lease shall be for a period of _____ months, beginning at 12:00 noon on _____ and ending on 12:00 noon on _____, ("Term"). The Term shall automatically terminate at noon on _____, unless otherwise mutually agreed by both Landlord and Tenant in writing. Should Tenant occupy the Premises after the Term, Tenant does so as a month-to-month tenant only subject to the terms of this Lease.
- 3. Rent.** Tenant shall pay to Landlord \$ _____ in rent ("Rent") in advance on or before the first day of each month during the Term.
 - a. Payment of Rent.** Tenant shall pay all Rent when due to the Landlord at 1448 Lakeshore Drive, Fort Collins, CO 80525, or by such other means as Landlord directs in writing. Rent is considered late if received after 5:00 p.m. on the first day of the month. If the due date falls on a weekend or holiday, it is the Tenant's responsibility to make sure Rent is not delinquent. There will be a \$20.00 charge to cover the costs of handling any returned or insufficient check.
 - b. Late Fees.** If Rent is not paid by the seventh day of the month, then a late fee in an amount equal to the greater of \$50.00 or 5% of the past-due amount shall be assessed against Tenant on the eighth day of the month.
 - c. Source of Income Discrimination.** C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including derived from any lawful possession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

4. Utilities. Prior to occupancy, Tenant shall ensure that the following utilities for the Premises are put in Tenant's name and billed to Tenant:

- a. Water and Sewer ☐ b. Electricity ☐ c. Gas ☐ d. Trash/Recycling ☐
e. Cable/Satellite T.V. ☐ f. Internet ☐ g. Telephone ☐ h. Other: _____ ☐

Tenant shall be responsible for any utility transfer fees. In addition to Rent, Tenant shall be responsible to pay for the utilities above and all associated fees through the Term. Landlord shall not be liable for damages for failure to furnish any utilities or services when the cause of such failure is beyond Landlord's control or outside Landlord's responsibility. Delinquent utility accounts shall be a breach of the Lease.

NOTE: If you vacate early, do not shut utilities off without the permission of Landlord.

5. Security Deposit. The Tenant agrees to pay a security deposit in the amount of \$_____ ("Security Deposit"). Landlord will hold the Security Deposit in an account retained by Landlord, which may be an interest-bearing account with the interest also retained by Landlord. The Security Deposit shall be returned within 60 days of the expiration of the Term, less any appropriate deductions. The full monthly rent will be paid every month as agreed above, including the last month of occupancy. The Security Deposit **may not** be used by the Tenant to offset any month's rent.

Refund of the security deposit is subject to the following provisions:

- a. The full Term has expired or been terminated, or Landlord has approved a release.
- b. There are no unpaid charges, damages, rental monies, or utilities due.
- c. There is no damage to the Premises beyond ordinary wear and tear.
- d. The Premises are clean throughout, including: stove top, rims, reflectors, drip pans, stove top under drip pans, exhaust fan, hood and filter, drawer under oven and the floor under the drawer, refrigerator inside and out, kitchen cabinets inside and out, countertops, and backboards; bathroom toilet (top, base and bowl), tile in tub or shower, sink and faucets clean, exhaust fan, vanity and medicine cabinet inside and out, and baseboards; and all interior window sills clean, all blinds dusted and wiped down, entire rental vacuumed, all light fixtures throughout should be clean and all cobwebs removed throughout.
- e. All keys and garage door openers are returned to Landlord.
- f. If determined necessary by Landlord, all carpets have been professionally cleaned.
- g. All pet excretions are removed from yard (if pets are allowed), lawn is mowed or snow is removed from walkways, if applicable.

- h.* Forwarding address is left with Landlord.

If Tenant fails to comply with any of the items above, the Tenant authorizes the Landlord to contract for such services as necessary to conduct the needed replacement, repairs, or services, and to deduct the costs of same from the Security Deposit. The portion of Security Deposit due Tenant, if any, will be refunded by one check, jointly payable to all Tenants that have signed the lease and mailed to the forwarding address of one Tenant only, within 60 days of Lease termination.

6. General Provisions.

- a.* Tenant shall not engage in any illegal activities or allow others to engage in illegal activities on the Premises.
- b.* No part of the Premises may be used at any time during the Term of this Lease by Tenant, a family member of the Tenant, or any guest or invitee of the 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 residence.
- c.* Tenant shall make no alterations, installations, repairs, or redecoration (including painting) of any kind to the Premises without first obtaining **written** permission from the Landlord. Any alterations, repairs, or additional improvements made without written consent shall become a permanent part of the property with no reimbursement to Tenant. Tenant shall pay for the removal/restoration of any alterations, installations, or redecorations Tenant makes to the Premises.
- d.* If Tenant hangs pictures or personal effects, Tenant shall use the minimum small nail/hangers. If a molly bolt or toggle bolt is used, Tenant will be responsible for the cost to repair, paint or do whatever is necessary to return the surface back to its original condition. Tenant accepts responsibility for damages caused, if any.
- e.* Tenant shall place garbage and refuse in proper receptacles and maintain the Premises in clean and orderly condition.
- f.* Tenant shall refrain from acts or practices that create noise that unreasonably disturb the neighbors.
- g.* Tenant shall pay for any damage to the Premises or to the appliances and fixtures therein caused by an act of the Tenant, any member of Tenant's family, invitee, or guest.
- h.* Tenant shall abide by governmental laws and regulations regarding care and occupancy of the Premises. Further, Tenant shall abide by all rules and regulations (including Homeowner's Association, if any) in effect at the time of

signing this lease and to such rules or regulations as may be amended from time to time.

- i.* Tenant shall give prompt notice to Landlord of any maintenance required.
- j.* Tenant shall not allow smoking inside the home or in an area that will disturb the neighbors. This includes tobacco, marijuana, hookah, and e-cigarettes, or vapes etc.
- k.* Tenant shall not perform automotive repairs on the Premises. At no time are inoperative vehicles or vehicles with expired registration or license plates (not legally operable) to be kept on the Premises.
- l.* Tenant shall not use the Premises for any purpose other than residential use. Operating a business of any nature is strictly prohibited.
- m.* Tenant shall obtain renters' insurance, which shall remain in effect during the Term. Tenant shall list Landlord as an "additional insured" on the renters' insurance policy. Tenant shall provide Landlord with proof of renters' insurance.

7. Maintenance and Repair. Tenant shall, at Tenant's expense, and at all times, maintain the Premises in a clean and sanitary manner including all equipment, appliances, carpet/floors, window coverings, and furnishings therein. Tenant shall be responsible for any glass breakage and repair. Tenant is responsible for the following: (a) maintenance of thermostats, smoke detectors and carbon monoxide detectors and replacement of batteries as necessary; (b) replacement of light bulbs as they go out; (c) proper care of all furnishings, plumbing and light fixtures, electronic equipment and window treatments on the Premises. Tenant shall not knowingly, intentionally, deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or knowingly permit any person within Tenant's control to do so. There shall be no right of Tenant to perform, nor arrange for, repairs at Landlord's expense, nor shall there be any right of Tenant to deduct the cost of any repairs Tenant makes, or arranges, from amounts owed by Tenant to Landlord.

- a.* **Yard Maintenance.** Ground maintenance, including lawn and yard care and watering is the responsibility of the Tenant. It is expected that the yard receives weekly maintenance including watering, mowing, raking and removing leaves, trimming and general clean up. If yard care is neglected by Tenant, the Landlord shall contract the yard care to be done at the expense of the Tenant. If there is a lawnmower at the Premises, it is provided merely for Tenant's convenience and Landlord shall assume no responsibility for its repair or maintenance and Landlord disclaims all liability for the same.
- b.* **Snow Removal.** Tenant shall keep walks and the driveway and sidewalks in front of the house free of hazardous objects, ice and snow at all times. If such responsibility is neglected by Tenant the Landlord shall contract the care of the walks to be maintained at the expense of the Tenant.

- c.* **Damage by Tenant.** Notwithstanding any other provision in the Lease, Tenant shall be responsible for all costs and expense incurred to repair any damage to the Premises which may occur by reason of their acts or the acts of any member of their family, invitees, or guests, excluding ordinary wear and tear.
- d.* **Landlord Responsibility.** Landlord shall be responsible for the maintenance and repair of all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, and appliances used in connection with the Premises. More specifically, (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear; (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces or acts of God, or by fire not caused by Tenant, any member of Tenant's family, or Tenant's invitees or guests; and (iii) any repairs, improvements or maintenance that are required by applicable state and municipal rental housing codes that govern the area in which the Premises are located. Nothing contained herein shall be deemed to constitute a waiver of any rights, responsibilities or remedies as may be explicitly imposed by the Colorado Warranty of Habitability Law, C.R.S. § 38-12-501 et seq. Notwithstanding the foregoing provisions of the Lease, if repairs, replacements, restorations, or maintenance have been necessitated by any other reason including, without limitation, Tenant's intentional, reckless or negligent use, misconduct or abuse of the Premises, improvements or systems, or if Tenant fails to notify Landlord of a maintenance issue within a reasonable time, then Tenant shall be responsible for the cost and expense for repairs, improvements or maintenance occasioned by such acts or omissions. **Tenant shall immediately notify Landlord of any damage to the Premises or any condition requiring repair or remediation.**
- e.* **Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability. A landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing.**
- f.* Address for Written Notice of Uninhabitable Condition:
- **Tenant shall mail or personally deliver written notice of an uninhabitable condition to the following address: 1448 Lakeshore Drive, Fort Collins, CO 80525, or the following email address: brannan@swiftalconpm.com**
 - **El inquilino deberá enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la siguiente dirección: 1448 Lakeshore Drive, Fort Collins, CO 80525, o la siguiente dirección de correo electrónico: brannan@swiftalconpm.com.**

8. Furnishings. The premises are unfurnished with the exception of the following:

9. Pets. Pets ☐ are / ☐ are not allowed. If a pet or pets (individually and collectively, “Pet”) is allowed, Tenant ☐ shall pay/ ☐ shall not pay an additional monthly rental payment in an amount equal to the greater of \$35.00 or 1.5% of the Rent (“Pet Rent”). Tenant holds Landlord harmless from all liability arising from the Tenant’s ownership or keeping of the Pet, including but not limited to any liability resulting from the Landlord turning the Pet over to local animal control authorities should the Pet be found unsupervised. Tenant agrees that Landlord will not be responsible for the injury, harm, or death of the Pet, and agrees to hold Landlord harmless for any damages suffered as a result of any harm caused on the Pet or by the Pet upon any person or to any property. Tenant shall be responsible for the entire amount of all damages caused by the Pet as well as the entire amount of any injury to individuals or property. Tenant is encouraged to obtain a pet liability policy that can be added as a rider to most renter insurance policies. Tenant agrees to pay for any Pet-related damage to the Premises over and above the Security Deposit.

10. Right of Entry: The Landlord and/or agents shall have the right to enter the leased premises under the following terms and conditions:

- a. Maintenance: Necessary repairs or improvements will be made after Landlord has given Tenant advance notice of entry. Entry may be made without prior notice if Landlord or agent reasonably believes an emergency exists, such as fire or broken water pipes requiring immediate entry.
- b. Inspection: Landlord, Landlord’s designated agent(s), authorized appraiser(s) or inspector(s) reserve the right to inspect the Premises every three months. Landlord, Landlord’s designated agent(s), authorized appraiser(s) or inspector(s) may also exhibit interior or exterior of the Premises to prospective purchasers or mortgagors at reasonable intervals with reasonable advance notice, whenever possible. Tenant agrees to allow Landlord or Landlord’s representative access with reasonable advance notice.
- c. Leasing Agent: 120 days prior to expiration of the Lease, or upon receipt of notice to vacate, Landlord or its agent shall have the right to exhibit the Premises to prospective tenants. NOTE: A sign and/or lock box may be placed on the property at such time.

11. Indemnification. Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all claims, damages, expenses and liabilities of any nature whatsoever in any way relating to Tenant’s occupancy, use or involvement with the Premises. Tenants shall be solely responsible for obtaining insurance of Tenants’ personal property and liability, at Tenants’ sole expense.

Tenant shall neither hold, nor attempt to hold, Landlord, Landlord’s agents, contractors and employees liable for any injury, damage, claims or loss to person or property occasioned by

any accident, condition or casualty to, upon, or about the Premises including, but not limited to: defective wiring, the breaking or stopping of the plumbing or sewage upon the Premises, or for injury or damage arising from the acts of any owners or occupants of adjoining Premises unless such accident, condition, casualty or act is directly caused by intentional or reckless acts or omission of Landlord. Landlord has not made any representations, either express or implied, to Tenant with respect to safety of the Tenant in the Premises, the effectiveness of any security features, if any, of the Premises or with respect to the safety of the Tenant in the surrounding community. Tenant further agrees that Tenant has made his or her own assessment of the relative safety in the Premises and has not relied, directly or indirectly, on Landlord's or Landlord's agent's observations of the Premises and community.

Tenant agrees that Landlord shall not be responsible for, and Tenant waives any and all damages and claims related to, violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond Landlord's reasonable control.

Nothing contained herein shall be deemed to constitute a waiver of any rights, responsibilities or remedies as may be explicitly imposed by the Colorado Warranty of Habitability Law, C.R.S. § 38-12-501 et seq.

12. Waiver. The waiver by Landlord of any term shall not be deemed to be a waiver of such term on any subsequent breach of the same or any other term. Landlord's subsequent acceptance of rent shall not be a waiver of any preceding breach by Tenant of any term other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of preceding breach at the time of the acceptance of rent.

13. Eviction. If the Tenant is in arrears in the payment of any installment of Rent or any portion thereof, or in default of any other covenants or agreements in this Lease ("Default"), then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation after providing the Tenant ten (10) days' written notice: (a) declare the Term of the Lease ended; (b) terminate the Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to Colorado law; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien and remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of Default prior to expiration of the Term, the Tenant shall be responsible for the Rent and additional payments occurring for the remainder of the Term, subject to the Landlord's duty to mitigate such damages.

14. Attorney and Collection Fees. In the event of any legal action to enforce any provision of this lease, the prevailing party shall be entitled to an award of reasonable attorney fees and costs in an amount to be determined by the court wherein such judgment shall be entered.

15. Waiver of Jury Trial for Possession Hearing Only. Landlord and Tenant agree to waive any and all rights to a trial by jury at any hearing to determine possession of the Premises.

16. Early Move-Out. If the Tenant vacates the Premises prior to the end of the Term without Landlord's written permission, Landlord reserves the right after Tenant has vacated to

prepare property for re-leasing including, but not limited to, general cleaning, carpet cleaning, rekeying and repairs as necessary. Tenant shall be liable for rent, rent differential, if applicable, utilities and advertising costs until Premises is re-rented or the Lease expires.

17. Holdover: If, after the Lease expires, Tenant remains in possession of the Premises and continues to pay Rent without a written agreement as to possession, then the tenancy will be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

18. Destruction or Condemnation of Premises: Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

- a. Partial Destruction of the Premises:** In case of partial destruction to the Premises by fire, the elements, or other casualty, Landlord, at its discretion, may repair the Premises with reasonable dispatch after notice of the partial destruction. Tenant shall still be responsible for payment of Rent. If Landlord determines that the partial destruction may not be repaired, Subparagraph (d) of this Paragraph shall be effective.
- b. Premises Untenable:** If the Premises are made totally untenable by fire, the elements or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild or repair, then Subparagraph (d) of this Paragraph shall be effective.
- c. Condemnation:** If the whole or part of the Premises rented under the Lease is taken by any authority for any public or quasi-public use or purpose, then Subparagraph (d) of this Paragraph shall be effective. All damages and compensation awarded for any taking shall be the sole property of Landlord.
- d. Termination of Term:** Tenant agrees that if Landlord decides not to repair or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term granted by the Lease will cease and the Rent will be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this clause. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease will cease and terminate on the date that possession of the Premises is taken by the authority. Rent, utilities, and Pet Rent, if applicable, will be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this Subparagraph.

19. Joint and Several. Each Tenant understands that he/she is jointly and severally liable for all of the obligations of the Tenants in this agreement. Landlord's requests and notices to any

Tenant constitute notice to all Tenants and occupants. In eviction suits, any one of multiple Tenants is considered the agent of all other Tenants in the home when legal papers are served.

20. No Sublease or Assignment. Tenant shall not assign or sublease the Lease (or any interest in the Lease) without Landlord's prior written consent, which shall be at Landlord's sole, subjective discretion. Consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this Lease.

21. Notice. Any notice required to be given by this Lease or under Colorado law shall be made in writing to the following addresses, which may be updated as in writing from time to time.

a. Contact information for Landlord is as follows:

Attn: Brannan Davis
Swift and Falcon Property Management, LLC
1448 Lakeshore Drive
Fort Collins, CO 80525

telephone number: (970) 218-4072 email: brannan@swiftfalconpm.com

b. Contact information for the Tenant is the Premises.

telephone number: _____ email: _____

22. Smoke/CO Alarms. Tenant agrees to be responsible for testing any smoke and CO alarms; replacing batteries when needed; and reporting in writing any malfunctions to the Landlord.

23. Keys. Tenant has received a total of ____ keys and ____ electronic garage door openers.

24. Disclosure. By signing this Lease, Tenant acknowledges that Tenant has received the following disclosures:

____ Lead-Based Paint Disclosure Form
____ EPA Living with Lead Pamphlet
____ Radon Disclosure
____ CDPHE Radon in Real Estate Transactions Pamphlet
____ Homeowners' Association Declaration, Rules, Policies
____ Real Estate Brokerage Disclosure

25. Check-In Sheet. Tenant has been provided with a check-in sheet. Tenant shall inspect the Premises and return the check-in sheet to Landlord no later than five days after the start of

the Term. If Tenant does not return the check-in sheet, the parties agree that the Premises is in good order and free from defects.

26. Payment of Funds. Tenant shall pay to Landlord the following funds on or before _____(Date):

1. \$ _____ for the Security Deposit
2. \$ _____ for the First Month Rent
3. \$ _____ for the Pet Rent

If such funds are not received on or before _____, the Lease shall terminate.

27. Counterparts. This Lease may be executed in any number of counterparts, including facsimile counterparts, by electronic transmission, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING. THE LAW FIRM OF JOHNSON MUFFLY & DAUSTER, PC, PREPARED THIS FORM FOR SWIFT AND FALCON PROPERTY MANAGEMENT LLC.

LANDLORD:

SWIFT AND FALCON PROPERTY MANAGEMENT, a Colorado Limited Liability Company

Swift and Falcon Property Management Date

TENANT(S):

Tenant: (Printed Name) Date

Tenant: (Printed Name) Date

Tenant: (Printed Name) Date

Tenant: (Printed Name) Date

RADON DISCLOSURE

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. A landlord is required to provide the tenant with any known information on radon test results of the residential real property.

Landlord has the following information about the Premises' radon concentrations:

- Has the Premises has been inspected for radon? Yes: ☐ No: ☐
If yes, when: _____ ☐ Report Attached
- Describe any radon concentrations, or mitigation/remediation efforts performed:

- Is there a radon mitigation system installed at the Premises? Yes: ☐ No: ☐
If yes, describe system: _____ ☐ Documentation Attached

Tenant's Acknowledgement:

Tenant:	(Printed Name)	Date
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Tenant:	(Printed Name)	Date
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Tenant:	(Printed Name)	Date
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Tenant:	(Printed Name)	Date
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