

# Fixed-Term Residential Lease

## 1. Identification of Landlords and Tenants

This Agreement is entered into between \_\_\_\_\_ ("Tenants") and **David Sutphin and Tamara Sutphin** ("Landlords"). Each Tenant is jointly and severally liable for lease payments and performance of all other terms of this Agreement.

## 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlords lease to Tenants, and Tenants lease from Landlords, for residential purposes only, the premises located at **9130 Kornbrust Drive, Lone Tree, Colorado 80124** ("the premises").

Lease of the premises excludes the following areas: Crawl Space at Rear of Garage.

## 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenants listed in Clause 1 of this agreement, and their minor children, subject to any state or local laws allowing additional occupants. Occupancy by guests for more than 30 days over a 6 month period is prohibited without Landlords' written consent and will be considered a breach of this Agreement.

## 4. Lease Term

The term of the lease is for \_\_\_\_\_ months and \_\_\_\_\_ days beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. If Tenants vacate before the term ends, Tenants will be liable for the balance of the lease for the remainder of the term.

## 5. Lease Payments

### *Regular monthly payments*

Lease payments will be broken into periodic payments as follows: Tenants will pay equal monthly lease payments of \$\_\_\_\_\_ each month of the lease (total lease amount of \$\_\_\_\_\_). The initial payment is due and payable with the signing of the lease. All subsequent payments are due and payable in advance on the first day of each calendar month, except when that day falls on a weekend or legal holiday, in which case lease payment is due on the next business day.

### *Delivery of payment*

Payments will be paid:

- By mail, to: David or Tamara Sutphin, 2533 E Cherryvale Ct, Highlands Ranch, Colorado 80126
- Electronic Transfer from Tenants bank to Landlords bank

### *Form of payment*

Landlords will accept payment in these forms:

- Cashier's check made payable to: David or Tamara Sutphin (Security Deposit Only)
- Automatic Bill Pay from Tenants Bank made payable to: David or Tamara Sutphin
- Bank Debit or Electronic Transfer

## 6. Late Charges

If Tenant fails to pay the lease payment in full before the end of the day it is due, Tenants will pay Landlords a late charge as follows: \$25 with a \$5 charge for each day late at a maximum of \$50. Landlord does not waive the right to insist on payment of the lease payment in full on the date it is due.

## 7. Returned Check and Other Bank Charges

If any check offered by Tenants to Landlords in payment of lease or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenants will pay Landlords a returned check charge of \$35.

## 8. Security Deposit

On signing this Agreement, Tenants will pay to Landlords the sum of **\$1,850.00** as a security deposit. Tenants may not, without Landlords' prior written consent, apply this security deposit to the last month's lease payment or to any other sum due under this Agreement. Within 30 days after Tenants have vacated the premises, returned keys, and provided Landlords with a

forwarding address, Landlords will return the deposit in full or give Tenants an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlords, along with a check for any deposit balance.

## **9. Utilities**

Tenants will pay all utility charges, except for the following, which will be paid by Landlords: water, standard residential garbage service and DSL internet connection provided through the Home Owner's Association.

## **10. Assignment and Subletting**

Tenants will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlords.

## **11. Tenants' Maintenance Responsibilities**

Tenants will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlords in a condition identical to that which existed when Tenants took occupancy, except for ordinary wear and tear; (2) immediately notify Landlords of any defects or dangerous conditions in and about the premises of which Tenants become aware; and (3) reimburse Landlords, on demand by Landlords, for the cost of any repairs to the premises damaged by Tenants or Tenants' guests or business invitees through misuse or neglect.

Tenants have examined the premises, including appliances, fixtures, carpets, drapes, and paint, and have found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

## **12. Repairs and Alterations by Tenant**

- a. Except as provided by law, or as authorized by the prior written consent of Landlords, Tenants will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the unit.
- b. Tenants will not, without Landlords' prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenants will provide Landlords with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

## **13. Violating Laws and Causing Disturbances**

Tenants are entitled to quiet enjoyment of the premises. Tenants and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

## **14. Pets**

Unless Lease is accompanied with a Pet Addendum, no animal, bird, or other pet will be kept on the Premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons. ~~Should a Pet Addendum be included with lease, Tenant shall pay an additional upfront, non-refundable carpet cleaning fee of \$ \_\_\_\_\_ to be used for having the carpets professionally cleaned at the end of the Lease.~~ NO PETS

## **15. Landlords' Right to Access**

Landlords or Landlords' agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlords may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenants' abandonment of the premises, court order, or where it is impractical to do so, Landlords shall give Tenants 1 day notice before entering.

## **16. Extended Absences by Tenant**

Tenants will notify Landlords in advance if Tenants will be away from the premises for 14 or more consecutive days. During such absence, Landlords may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

## **17. Possession of the Premises**

### ***a. Tenants' failure to take possession***

If, after signing this Agreement, Tenants fail to take possession of the premises, Tenants will still be responsible for paying lease and complying with all other terms of this Agreement.

***b. Landlords' failure to deliver possession***

If Landlords are unable to deliver possession of the premises to Tenants for any reason not within Landlords' control, including, but not limited to, partial or complete destruction of the premises, Tenants will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlords' liability to Tenants will be limited to the return of all sums previously paid by Tenants to Landlords.

**18. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

**19. Disclosures**

Tenants acknowledge that Landlords have made the following disclosures regarding the premises:

\_\_\_\_\_ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

**20. Authority to Receive Legal Papers**

The Landlords, any person managing the premises, and anyone designated by the Landlords are authorized to accept service of process and receive other notices and demands, which may be delivered to:

David or Tamara Sutphin, Owners, 2533 E Cherryvale Ct, Highlands Ranch, Colorado 80126

**21. Additional Provisions**

Additional provisions are as follows:

- **Smoking:** Smoking is not permitted on or in the premises, which includes, but is not limited to tobacco or marijuana.
- **No Cannabis:** The possession, consumption, use, display, transfer, distribution, sale, transportation, or growing of cannabis on or in the premises is prohibited as per Landlord's rights as specified in regulation 6.D of Colorado amendment 64.
- **Tenant Rules and Regulations:** Landlord's existing rules and regulations, if any, shall be signed by Tenant, attached to this Agreement and incorporated into it. Landlord may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Tenant's rights substantially and not become effective without notice of at least two (2) weeks.
- **Decorations:** Tenant has permission to hang pictures or other decorative items ("Decorations") on interior walls of the Premises provided that Decorations are limited to a maximum weight of 75 pounds for any single Decoration and are only to be attached to the walls with nails or similar types of picture hanging hardware ("Hardware"). Hardware must not be greater than 1/4" in diameter. Decorations are not to be suspended or attached from any ceiling. The granting of this condition is only given under the express condition that Tenant understands and agrees to remove all Hardware and patch all holes resulting from the Hardware and Decorations so as to return the walls to their prior condition.
- **Association Compliance:** Tenant hereby acknowledges that the Premises are a part of the RidgeGate Community Association and the Renaissance at Ridgeway Townhome Association, (the "Associations"), both of which are governed by their respective Declarations, Articles of Incorporation, Bylaws, Rules and Regulations which are subject to change by their governing boards and beyond the control of Landlord. Tenant agrees to abide by both of the Associations' bylaws, rules and regulations to the extent that it relates to Tenant's use of the Premises under this agreement.
- **Appliances:** The following appliances will be provided: stove, dishwasher, microwave oven, refrigerator, garbage disposal, washer, dryer and garage door opener. Tenant will be responsible for minor repairs and maintenance of the appliances so as to keep them in good working order and the same working order as the beginning of the term of this Agreement as well as responsibility for the cost of any repairs whenever damage thereto shall have resulted from Tenant's misuse, improper operation, waste, or neglect or that of Tenant's family, visitor, agent, or employee. Tenant shall return all appliances at the end of the term in a thoroughly cleaned condition in as good as the condition at the beginning of the term, except for normal wear.
- **Plumbing Fixtures:** Tenant shall be responsible for the maintenance and repair of the Premises toilets, sinks, faucets and interior drain pipes so as to maintain them in the same working order and appearance as the beginning of the term of this Agreement. Tenant shall not be responsible for repair of these items should they malfunction through no fault of Tenant.

- **Keys:** Tenant will be given 2 key(s) to the Premises and 1 mailbox key(s). If all keys are not returned to Landlord at the end of the Agreement, Tenant shall be charged \$75.00.

- **Garage Door Openers:** Tenant will be given 2 remote garage door openers to the Premises. If all garage door openers are not returned to Landlord at the end of the Agreement, Tenant shall be charged \$100.00.

- **Lockout:** If Tenant becomes locked out of the Premises, Tenant will be required to secure a private locksmith to regain entry at Tenant's sole expense.

- **Insurance:** Landlord has obtained liability insurance to cover certain personal injuries occurring as a result of property defects or Landlord's negligence. Landlord's insurance does not cover Tenant's possessions or Tenant's negligence. Within 10 days of the signing of this Agreement, Tenant will obtain a renter's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence and provide proof of purchase to Landlord. Tenant further agrees to maintain the policy throughout the duration of the tenancy, and to furnish proof of insurance on a yearly basis.

- **Dangerous Materials:** Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

- **Display of Signs by Landlord:** During the last 60 days of this lease, Landlord or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "For Lease" or "Vacancy" signs on the demised Premises and of showing the property to prospective purchasers or tenants.

- **Real Estate Taxes and HOA Fees:** During the term of this Agreement, Landlord shall pay the real estate taxes and HOA assessments attributable to the Premises.

- **Holdover:** If Tenant maintains possession of the Premises with the consent of Landlord after the natural expiration of this Agreement ("Holdover Period"), Tenant agrees to pay to Landlord a monthly lease payment during the Holdover Period equal to 110% of the normal monthly payment rate. Such holdover shall constitute a month-to-month extension of this Agreement which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Landlord or Tenant on the other party.

- **Notice of Intent to Vacate:** [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, lease adjustments or other reasonable changes in the terms of this Agreement.

- **Radon Gas Disclosure:** As required by law, Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

- **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Colorado.

- **Initial Needed Maintenance:** During the first week of the lease, Landlord shall be allowed access to the premises in order to do any necessary maintenance or make any needed minor repairs to the premises.

## 22. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

## 23. Grounds for Termination of Tenancy

The failure of Tenants or Tenants' guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenants' lease application, is grounds for termination of the tenancy, with appropriate notice to the Tenants and procedures as required by law.

**24. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlords or Tenants. Any modifications to this Agreement must be in writing signed by Landlords and Tenants.

**"LANDLORD"**

Signed on \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
(Signature)  
By: David or Tamara Sutphin

**"TENANT(S)"**

Signed on \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_

**"TENANT(S)"**

Signed on \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_