



## Gunnison Real Estate & Rentals Residential Lease Agreement

This residential lease agreement (hereafter referred to as the "Agreement") is made by and between, Gunnison Real Estate & Rentals, L.L.C. (as Agent for the Owner), hereinafter called "Lessor" and \_\_\_\_\_ hereinafter called "Lessee". It is expressly understood that the Lessees are jointly and severally liable for any default including but not limited to any unpaid balances on the whole term of the Agreement.

**1. Lease Covenant:** In consideration of the payment of rents and the keeping and performing of covenants and agreements hereinafter set forth by this Agreement, the Lessor hereby leases to Lessee the premises situated in Gunnison County, Colorado, described as \_\_\_\_\_, Gunnison, Colorado 81230 and hereafter referred to as the "Premises."

**2. Lease Term:** The period of this lease is from 12 noon on \_\_\_\_\_, 2010 to 12 noon on \_\_\_\_\_, 2011.

**3. Rental Payments:** Lessee shall pay to Lessor's agent Gunnison Real Estate & Rentals, the rental payment of \$\_\_\_\_\_ per month for each and every month of the lease term. The rent shall be due and payable in advance on or before the first day of each and every month commencing with the final payment of \$\_\_\_\_\_. The amount Lessee shall pay as rent for the whole term of this Lease is \_\_\_\_\_ and is due and payable upon the execution of this Agreement, except that Lessee may pay the rent in monthly installments as described in this section. Any default by Lessee shall require Lessee to immediately pay the balance of rent due for the whole term.

**4. Security Deposit:** Lessee has deposited with Lessor or Lessor's agent at the time of execution of this Agreement the sum of \$\_\_\_\_\_ in cash or certified funds, to be used as security for the faithful performance of terms and obligations of the Lessee provided for herein. Unless otherwise indicated, this deposit shall be held by Lessor's agent for the term of this lease. Interest earned from this deposit shall become property of Lessor. Lessor can apply any of the security deposit funds to the repair of damages caused to the Premises by Lessee and/or pay for cleaning of the Premises. In the event Lessor reasonably deems that it is necessary to have the Premises cleaned or repaired during or after the term of this lease, it shall be done at Lessee's expense. Lessee further agrees to have the carpets professionally cleaned and the chimney(s) professionally swept upon termination of this Agreement. The cost of these actions shall be deducted from the security deposit. Lessee understands and agrees to the following approximate charges: \$30.00 per hour for cleaning; \$30.00 per hour for painting; \$30.00 per hour for maintenance labor plus material cost; \$25.00 per hour for clerical work. Lessee understands that these charges are an approximate charge based on the hourly rate of these services at the time of the lease signing and are subject to change.

Any amount paid out of the deposit shall be reimbursed to Lessor by Lessee within ten (10) days after a notice and request therefore, to maintain the initial deposit of \$\_\_\_\_\_. Return of this deposit or any part thereof shall take place within sixty (60) days after the termination of this

Agreement or surrender and acceptance of the Premises, whichever occurs last. Lessee shall be liable for damages caused by visiting guests, tenants and other invitees. The deposit shall not be deemed to be the total amount for which Lessee shall be responsible in the event of damages caused by Lessee or their guests. The security deposit shall be returned to

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**5. Method of Payment:** Lessee may pay by personal check, but Lessor reserves the right to require payment of rent and other charges in the form of U.S. Dollars, cashier's check, or money order if Lessee makes two payments that are returned due to insufficient funds and/or closed accounts. Lessor shall notify Lessee of the method of payment in writing no later than 5 days before a payment is due. Lessee's failure to pay in such funds shall be a default of the terms of this Agreement.

**6. Condition of the Premises:** Lessee warrants that he has examined the Premises and knows the condition of the Premises appears to be in good repair, as to the best of their knowledge, as detailed on the Landlord/Tenant Checklist, and that no representations as to the condition or repairs thereof have been made by Lessor or Lessor's agent prior to or at the execution of this Agreement that are not herein expressed.

**7. Use of Premises:** Lessee shall use the Premises for residential purposes and shall not knowingly violate the laws of the State of Colorado nor the United States, or keep on or in or around the Premises or in any place contiguous thereto anything of a flammable or explosive nature.

**8. Number of Occupants/Pets:** Lessee agrees that there will be no other permanent tenants than the undersigned during the course of this tenancy. A limited number of guests will be allowed to visit the Premises for no longer than ten (10) consecutive days per visit. Lessee further agrees that no dogs and no cats and no other animals shall be allowed to live in or visit the Premises nor part of the Premises. If animals or evidence of animals or additional animals not allowed under this lease are found on the premises, this will constitute as a violation of the lease and Lessee agrees to pay \$50.00 per occurrence or \$50.00 per month whichever is assessed by Lessee or Lessee's agent. This in no way precludes the right of the lessor to evict Lessee for violation of this "no pets" clause.

**9. Assignment and Subletting:** Premises shall be occupied by the persons signing this Lease. Lessee may sublet only with prior written consent and approval of Lessor's agent. If Lessor's agent allows premises to be subleased, a \$100.00 fee is payable at the time of sublease signing. Any violation of this condition will be a violation of this Agreement and will be grounds for eviction.

**10. Utility Payment:** Lessee shall, in addition to the rent, provide for the following utilities: Water, Sewer, Electric, Natural Gas, Propane, Heating Oil, Trash, Television Cable or Satellite ongoing fees, Telephone local and long distance services, and any other utilities as may be desired by Lessee or required for the operation of any system at the Premises (as necessary), and shall pay all the charges before they become delinquent. Lessee shall provide Lessor with receipts from the above-mentioned utility companies, showing who gave security. In the event that the utilities are turned off because the Lessee has failed to pay, the Lessor or Lessor's agent, may have the utilities turned back on and any cost incurred will be added to the amount of the next rental payment due.

**11. Repair:** Lessor shall be responsible for the following maintenance duties during the term of this Agreement:

- a. Repairs to the exterior of the Premises.
- b. Repairs to all common area doors, windows and stairs.

Lessee shall be responsible for any of the above repairs if they are made necessary by the negligence or misuse of Lessee or his guests. Lessee shall be responsible for all day-to-day repairs of the Premises as may be necessary to keep the same in as good condition as is now, normal wear and tear excepted, including the prevention of pipes freezing.

**12. Upkeep and Damage:** Lessee further covenants and agrees with Lessor to take good care of the subject Premises, furniture, equipment and appliances. Lessee shall not make any modifications to the Premises without the prior written consent of the Lessor. No nails, hooks or screws shall be inserted in the walls or woodwork which will leave a hole exceeding one-quarter inch (1/4") at its widest diameter. Lessee shall not apply stickers to any wall, window, door or appliance at the Premises. All alterations and additions shall remain as part of the Premises unless Lessor shall otherwise elect, including, particularly, but not exclusively, locks, bolts, and fixtures permanently affixed. Damages shall include, but not be limited to the following: heavy marks, dents, burns or gouges in the walls, woodwork, counters, fireplace, cabinets, ceilings, carpets or tile floors and/or misuse of appliances. Lessee shall be held responsible for any damages to the leased Premises, appliances or fixtures therein, caused by the Lessee or guests of Lessee. Cost of said damages shall be determined and presented on statements rendered by Lessor to Lessee, and said statement shall be paid by Lessee from the security deposit pursuant to the terms of Paragraph 4 of this Lease Agreement. Due to severe climatic conditions which can exist during the winter months, Lessee must keep the premises at a temperature as to prevent freezing and/or breaking of water and sewer pipes. If any damage occurs due to the fact that the premises were improperly heated, Lessee will be responsible for any thawing needed or damage that occurs. Nothing but curtain or blinds may be hung in the windows. Lessee shall ensure that nothing comes into contact with heaters or furnaces. Lessee will not repair, do maintenance or wash vehicles of any type on the premises. Lessor assumes no responsibility to either Lessee vehicle or vehicle of guests. No indoor furniture shall be stored or used outside the premises. NO PARKING ON LAWN.

**13. Maintenance.** The Lessee shall keep the Premises clean and in good repair as deemed sufficient by the Lessor's agent. Lessee hereby specifically covenants to promptly remove and properly dispose of feces left in the area surrounding or adjacent to the Premises by animals of Lessee or by animals of Lessee's invitees and guests. If at any time the Premises should be kept in less than acceptable standards as set forth by Lessor's agent, Lessor's agent will execute the right to order the house cleaned by professional house keepers. The house keepers will be chosen by Lessor's agent, and paid by the Lessee. Lessee must notify Lessor's agent immediately of any needed repairs. Lessee will be responsible for damage if he/she does not notify Lessor's agent and as a result, additional repairs are needed due to the lack of notification i.e. water leak, roof leak, broken electrical outlet, etc.

**14. Right of Entry:** Lessor or his or her agent shall have the right to enter the leased Premises to inspect the Premises for (1) compliance with this Lease or damage or needed repairs or improvements without intruding into Lessee's personal effects which shall be done on a monthly basis at a minimum, (2) making necessary repairs or improvements, or (3) exhibiting the Premises to prospective tenants, purchasers, and mortgagors. Such entry may be made by agreement of the parties, and in the absence of such an agreement, between the hours of 9:30 a.m. and 7 p.m. after

advance notice of at least 24 hours to Lessee of the date, time and purpose of entry. Entry may be made without prior notice if Lessor or his agent reasonably believes that an emergency exists, such as fire or broken water pipes and requires immediate entry without notice.

**15. Insurance:** Lessor or the Owner of the Premises shall maintain in force and effect during the tenancy a policy of insurance sufficient to insure the Premises against loss due to fire, water, and casualty and extended risks in an amount equal to the replacement costs of the Premises, but such coverage shall extend to and encompass only the structure upon the subject Premises and any personal contents belonging to Lessor and not the contents of Lessee.

**16. Damage to the Rented Premises:** In the event that the Premises should be damaged or destroyed, in whole or in part, as a result of fire or water, covered by Lessor's fire and extended coverage insurance, then the proceeds of such insurance shall be used to repair and replace the Premises in as good condition as the same was prior to such damage. In the event that the Premises are damaged or destroyed as a result of fire or water, the rental payments due and owing by Lessee shall be abated during any period required for repairs or construction, unless such damage and destruction was due to the willfulness or negligence of the Lessee or Lessee's guests in which case the rent shall not be abated, and shall recommence on the date that a Certificate of Occupancy is issued for the Premises.

**17. Expiration of Term:** If, after expiration of the lease term, Lessee shall remain in possession of said Premises and continue to pay rent without a written agreement as to such possession, then the lease shall be regarded as a tenancy at the will of Lessor under the same terms as contained in this Agreement, except that rent shall be due and payable daily in the sum of \$\_\_\_\_\_per day, payable in advance.

**18. Abandonment:** In the event the Premises are left vacant by Lessee and any part of the rent provided herein is due and unpaid, Lessor may, without in any way being obligated to do so and without terminating this Lease, retake possession of the Premises and rent the same for such rent and upon such conditions as Lessor may think best, making such change and repairs as may be required to restore the Premises to its condition at the time of taking possession by Lessee giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of rental payment. The premises will be considered abandoned if it has been unoccupied by Lessee for over five (5) days and the rent has not been paid. Lessor may enter the premises as if Lessee has voluntarily vacated, take possession of premises, remove Lessee's personal property and re-rent premises without liability to Lessor.

**19. Indemnification:** Lessee agrees to save harmless, protect and indemnify Lessor from and against any and all loss, damage, claims, suits or actions at law, judgments and costs, including attorney's fees reasonably incurred, which may arise or grow out of any injury to persons, or damage to property; caused by, arising from, or in any manner connected with Lessee's occupancy of the subject Premises.

**20. Property Tax:** Lessor shall pay general property taxes for the Premises.

**21. Charges and Increased Costs:** Lessee shall be charged a \$25.00 late fee if any rental payment is not received by 5 p.m. on the fifth day of the month but before or on the 10th. Lessee

shall be charged a \$50.00 late fee if any rental payment is received after the 10th day of the month but before or on the 20th and a \$75.00 late fee if any rental payment is received after the 20th day of the month. This fee shall accrue to the benefit of Lessor as compensation for additional work required to affect collection of payments due. Lessee shall be charged \$38.00 for any check returned unpaid by Lessee's bank or whatever the current rate that our bank charge's and, in addition, will be charged a late fee of \$38.00 if non-payment is due to insufficient funds. Lessee shall pay to Lessor any increased costs incurred by Lessor as a result of Lessee's occupation of the Premises.

**22. Snow Removal/Yard Maintenance:** Lessor shall be responsible for the removal of snow from the roof of the Premises, and Lessee shall be responsible for the removal of snow from walkways, driveways, decks, patios, porches, and the like, unless these areas are part of the common elements of a condominium association that provides snow removal from these areas. In summer months, Lessee shall be responsible for lawn care, watering and mowing, and removal and proper disposal of animal feces before such poses a nuisance, unless these areas are part of the common elements of a condominium association in which the lessor would be responsible for the yard maintenance.

**23. Setoff:** Lessee shall have no right to deduct or setoff rental payments without prior written approval from Lessor.

**24. Default by Lessee:** Any of the following events shall constitute a default of this Agreement by Lessee:

a. The failure to make rental payments by the due date and to cure the late payment within 3 days after written notice of such failure by Lessor or Lessor's agent.

b. The filing of any case, petition, or answer by or against the Lessee under any provision of the Federal Bankruptcy Act.

c. Any petition or other proceedings by or against the Lessee for the appointment of a trustee, receiver, or liquidator of the Lessee or any of the Lessee's property.

d. Any attachment or execution levied upon the Lessee's property or interest under this Agreement.

e. Any failure in the performance or obligation to be performed by Lessee under this Agreement where such failure continues for 3 days after written notice thereof by Lessor; provided, however, that if the nature of Lessee's failure is such that more than 3 days is reasonably required for its cure, then Lessee shall not be in default if Lessee commences the cure within the 3 day period and thereafter diligently pursues such cure to completion.

**25. Lessor's Remedies:** Upon any default by Lessee, the Lessor shall have the following rights and remedies, in addition to any other remedy or right by law or in equity by reason of such default:

a. The right to terminate this Agreement, in which case the Lessee shall immediately surrender possession of the Premises to the Lessor and pay to the Lessor all rental payments and other amounts payable by Lessee to Lessor to the date of termination.

b. To enter upon and take possession of the Premises and remove Lessee from the Premises, with or without having terminated this Agreement and to alter and change any locks or other security devices at the Premises. No such re-entry by the Lessor shall be considered to be a forcible entry of the Premises.

c. In the event the Lessor elects to obtain possession of the Premises without terminating this Agreement, the Lessee shall be liable for and shall pay to the Lessor all rent and other amounts due to the date of such repossession, together with all rent required to be paid by the Lessee to the Lessor during the remainder of the lease term, less any amounts received by the Lessor.

d. In the event the Lessor elects to terminate this Agreement by reason of default, Lessee shall be liable for and shall pay to Lessor after the date of termination the then present value of the rent for the remaining portion of the lease term had this Agreement not been terminated by Lessor, less the rent collected from any succeeding tenant of the Premises for the remaining portion of the lease term; provided that Lessor shall use commercially reasonable efforts to re-let the Premises.

e. In addition, Lessee shall be liable for and shall pay to Lessor any broker's fees or rental fees incurred by Lessor in connection with the re-leasing of the Premises, the costs of removing and storing Lessee's or other occupant's property from the Premises, and all reasonable expenses incurred by Lessor in enforcing the remedies of Lessor, including reasonable attorney's fees.

**26. Notice:** In the event notice is required by the terms of this Agreement, it shall be in writing and delivered by hand or by certified mail, return receipt requested. For purposes of counting days for the notice period, the period shall commence on the date of delivery (if by hand) or the date of the postmark when the notice was mailed. The addresses for Lessor and Lessee for such notices are as follows:

LESSOR:     Gunnison Real Estate & Rentals  
                  129 E. Tomichi Ave.  
                  Gunnison, CO 81230

LESSEE:

**27. Cleanup of Premises:** Lessee agrees that, at the expiration or termination of this Agreement, Lessee will clean the Premises, clean the range and refrigerator and will have all cans, trash, garbage and debris removed from said Premises and return the Premises to as clean a condition as when Lessee moved in. Lessee's failure to clean the Premise as described shall cause Premises to be cleaned by a party of Lessor's choice and expenses for such action shall be charged to Lessee or deducted from Lessee's damage deposit. Carpets must be professionally cleaned upon move out.

**28. Surrender of Premises:** At the termination of this Lease by lapse of time or otherwise, Lessee shall immediately yield possession of the Premises to Lessor and shall deliver all keys to the Premises to Lessor or Lessor's agent at a time and place to be specified by Lessor.

**29. Landlord's Lien:** In the event Lessee fails to pay rent or abandons the Premises or Lessor repossesses the Premises, Lessor may remove Lessee's non-exempt property, and Lessor shall have a valid and subsisting lien upon the personal property and effects of Lessee so removed and any such property in the Premises for any amount due the Lessor under any provision of this Agreement, and Lessor shall have no responsibility for loss or damage to nor destruction of any such personal property or effects so removed.

**30. Applicable Law:** This Agreement is entered into in the County of Gunnison and State of Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District or County Court of Gunnison County, Colorado.

**31. Binding Effects:** The terms and conditions of this Agreement shall extend and be binding upon the heirs, executors, legal representatives, successors and assigns of the parties hereto. This Agreement represents the full and final agreement among the parties and no oral statement or representations not contained in this Agreement shall be of any force and effect. This Agreement shall not be modified or amended in any way except by written agreement among all parties.

**32. Severability:** If any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall, nevertheless, remain unaffected and continue in full force and effect as valid and enforceable.

**33. Legal Fees and Court Costs:** It is agreed that if any action is brought in a court of law by any party to this Agreement as to the enforcement, interpretation or construction of this Agreement, or any document provided herein, the prevailing party in such action shall be awarded to reasonable attorney's fees as well as all costs incurred in the prosecution or defense of such action.

**34. Disturbances:** Lessee shall not make nor commit any disturbing noises on the Premises by themselves, their families, invitees, guests, agents, service, visitors, and pets belonging to any of the foregoing, nor permit any such persons or pets to do anything that will interfere with the rights, comforts, or convenience of any other tenants or neighbors. If the Premises is within a condominium or other form of homeowners association, Lessee agrees to abide by the rules & regulations of that association.

**35. Lessor's Rights and Written Waivers:** The acceptance of rent after it falls due or after knowledge of any breach hereof by Lessee shall not be deemed a waiver of Lessor's rights unless Lessor gives to Lessee written waiver, which written waiver shall be deemed an election by Lessor not to proceed under the provisions of this Lease for that offense.

**36. General:** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural and the singular, and the use of any gender shall include all genders.

**37. Lessor's Transfer of Interest:** Lessor shall have the right to transfer, sell, convey, or in any other manner dispose of its interest in the Premises. Upon any such transfer, the Lessor shall be relieved of any and all obligations under this Agreement to the Lessee. Any successor or transferee of Lessor shall take title to the Premises subject to this Agreement and shall assume all of the obligations of the Lessor contained in this Agreement.

**38. Sale of Property:** If the Premises should sell during the term of this Lease, then Lessee agrees to vacate the Premises within sixty (60) days of receipt of notice of closing, and the rent remaining shall be abated.

**39. Force Majeure:** Lessor shall be excused for the period of any delay in the performance of any obligation of this Agreement when caused by circumstances beyond its control including, without limitation; severe weather, all labor disputes, civil commotion, war, war-like operations, power sabotage, terrorism, governmental regulations or controls, fire or other casualty, inability to obtain any material, service or financing, or through acts of God.

**40. Keys Issued/Lockouts:** \_\_\_\_\_ key(s) were issued to Lessee upon move in and the same amount shall be returned when lease expires or Lessee will be responsible for new keys or new lock. Lessee will place no additional locks nor change any existing locks upon any of the doors of the premises without the consent of the Lessor's agent. In the event that the Lessee becomes locked out of the premises and requests that the Lessor come to premises to let them in, a \$25.00 lock out fee will be due with the next month's rental payment.

**41. Additional Provisions:**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_, 2010:

\_\_\_\_\_  
Gunnison Real Estate & Rentals  
as Agent for Owner  
129 E. Tomichi Ave.  
Gunnison, CO 81230  
(970)641-4880

This Lease Agreement has not been approved by the Colorado Real Estate Commission. It was prepared by legal counsel.