

**LEASE**

**THIS LEASE**, dated \_\_\_\_\_, is between \_\_\_\_\_,

the Landlord, and \_\_\_\_\_ the Tenant.

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situate in the \_\_\_\_\_\* County of \_\_\_\_\_, State of Colorado, described as follows:

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Legal Description

Said premises, with the appurtenances, are to be leased to the Tenant from \_\_\_\_\_, Date  
until \_\_\_\_\_, at and for a rental of \$ \_\_\_\_\_, payable in monthly  
Date

installments of \$ \_\_\_\_\_, in advance, on or before the \_\_\_\_\_ day of each and every month during the term of this lease at the office of the Landlord or as the Landlord may direct in writing. The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition, and at the expiration of the term of this lease will yield up said premises to the Landlord in as good order and condition as when the same were entered upon by the Tenant, loss by fire, inevitable accident and ordinary wear excepted, and will keep said premises in good repair during said term at Tenant's own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or the ordinances of the city or town in which the premises is located.

IT IS MUTUALLY AGREED that if, after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month's rent hereunder, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in any wise being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after Landlord has given written notice pursuant to applicable law, Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (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 applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien 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 a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above listed remedies.

\*Insert "City and" where applicable

This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the address immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. The singular shall be deemed to include the plural.

Additional provisions:

Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

### GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

Dated: \_\_\_\_\_

\_\_\_\_\_

### ASSIGNMENT AND ACCEPTANCE

For value received \_\_\_\_\_, assignor, assigns all right, title and interest in and to the within lease to \_\_\_\_\_, assignee, the heirs, successors and assigns of the assignee, with the express understanding and agreement that the assignor shall remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in the lease by the Tenant. The assignor will pay the rent and fully perform the covenants and agreements in case the assignee fails to do so. In consideration of this assignment, the assignee assumes and agrees to make all the payments and perform all the covenants and agreements contained in the lease, agreed to by the Tenant.

Dated: \_\_\_\_\_

\_\_\_\_\_

### CONSENT OF ASSIGNMENT

Consent to the assignment of the within lease to \_\_\_\_\_ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without further written agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_

**LANDLORD'S ASSIGNMENT**

In consideration of One Dollar, in hand paid, I hereby assign to \_\_\_\_\_  
my interest in the within lease, and the rent therein reserved.

Dated: \_\_\_\_\_

\_\_\_\_\_