

## LEASE

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

\_\_\_\_\_, as the Landlord, and

\_\_\_\_\_, as the Tenant.

The Landlord, in consideration of the covenants of the Tenant hereinafter set forth, hereby leases to the Tenant the following described property:

also known by street and number as

SAID PREMISES are to be leased to the Tenant from \_\_\_\_\_ (date) to

\_\_\_\_\_ (date). The Tenant, in consideration of the leasing of the premises as set forth

above, covenants and agrees to pay the Landlord as rent the sum of \$ \_\_\_\_\_, payable as follows:

The Tenant further covenants with the Landlord, that at the expiration of this lease, peaceable possession of said premises shall be given to the Landlord, in as good condition as they now are, the usual wear and tear, inevitable accidents, and loss by fire excepted.

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 the Landlord has given written notice pursuant to applicable law, the 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.

IT IS FURTHER COVENANTED AND AGREED, between the parties aforesaid that

Sample Prohibited

This lease shall be subordinate to all existing and future security interest 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.

Where used herein, the singular shall include the plural.

\_\_\_\_\_  
Landlord:T

\_\_\_\_\_  
enant:

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

