

## LEASE AND OPTION

THIS INDENTURE, dated \_\_\_\_\_, is between \_\_\_\_\_,  
the Landlord and \_\_\_\_\_, the Tenant.

In consideration of the payment of the rent and the keeping and performance of the covenants and agreements by the Tenant herein, the Landlord leases to the Tenant, the following described premises (the "Premises") located in the County of \_\_\_\_\_ in the State of Colorado, to wit:

The Premises described above, with all the appurtenances, are leased to the Tenant for the full term, from the date of \_\_\_\_\_ until the date of \_\_\_\_\_, for a rental of \$ \_\_\_\_\_, payable

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES, COVENANTS AND AGREES AS FOLLOWS:

To pay the rent above;

To keep the Premises in good condition and repair and at the expiration of this lease to surrender and deliver up the same in as good order and condition as when entered upon, loss by fire, inevitable accident, act of God or ordinary wear excepted;

To not assign this lease or any interest therein without prior written consent of the Landlord;

To use the Premises for no unlawful or questionable purpose and to obey the laws, ordinances and police regulations in relation to the use and condition thereof and of the roads and streets adjoining.

IT IS AGREED that all assessments for water that may be levied against the Premises during the continuance of this lease will be paid by \_\_\_\_\_ and that all charges for heating and lighting the Premises shall be paid by \_\_\_\_\_ as they become due. Also, if the Premises become untenable on account of damage by fire, flood or act of God, the term of this lease may be terminated by the Tenant.

IT IS FURTHER AGREED that if the Premises are left vacant, then the Landlord may, without being obliged to do so and without terminating this lease, retake possession of the Premises. If any part of the rent herein reserved is unpaid, the Landlord may 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 received, less all expenses created thereby, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

A security deposit in the amount of \$ \_\_\_\_\_ shall be returned to the Tenant, or a written accounting listing the exact reasons for the retention of any portion of the security deposit, within sixty (60) days after termination of the lease or surrender and acceptance of the premises. The Landlord will mail the written statement to the last known address of the Tenant.

It is agreed that if the Tenant is 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 to be performed by the Tenant, and the default is uncorrected for a period of three (3) days after Landlord has given written notice, Landlord may, at Landlord's option, without liability for trespass or for damages; enter into and upon the Premises, or a portion thereof; declare the term of this lease ended; repossess the Premises as the Landlord's former estate; peacefully expel and remove the Tenant, those claiming under him, or any person or persons occupying the same and their effects; all without prejudice to any other remedies available to the Landlord for arrears of rent or breach of covenant.

In the event any payment required hereunder is not made within ten (10) days after the payment is due, a late charge in the amount of \_\_\_\_\_ % of the payment will be paid by the Tenant.

IT IS FURTHER MUTUALLY AGREED that the Landlord, in consideration of the performance of all the covenants and agreements herein to be performed by the Tenant, hereby gives to the Tenant an option to purchase the Premises at any time during the term of this lease at and for the sum of \$ \_\_\_\_\_, payable as follows:

The Landlord, upon payment of this purchase money, will convey the Premises by Warranty Deed to the Tenant free from all encumbrances except

and will furnish an abstract title so showing. The rent, water, taxes and insurance are to be adjusted to the date of transfer. If a security deposit has been made, upon completion of the lease and purchase of the Premises, it will be treated as follows:

Additional provisions:

Should any provision of this Lease and Option violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance, and shall be construed in a manner so as to comply.

Where used herein, the singular shall include the plural and the use of any gender shall include both genders.

IT IS FURTHER UNDERSTOOD AND AGREED that all the covenants and agreements contained in this Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of their respective parties.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord

\_\_\_\_\_

Tenant(s)

\_\_\_\_\_  
Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

### ASSIGNMENT AND ACCEPTANCE

For value received \_\_\_\_\_, as assignor, assigns all right, title and interest in and to the within Lease and Option to \_\_\_\_\_, as assignee, and assignee's heirs and assigns. And in consideration of this assignment, the assignee accepts this assignment and agrees to make all the payments and perform all the covenants and agreements in this Lease and Option that apply to the leasee.

Executed on \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONSENT TO ASSIGNMENT**

Consent to the assignment of the within Lease to \_\_\_\_\_  
is given, on the condition that the assignor will remain liable for the prompt payment of the rent and performance of the  
covenants on the part of the lessee as therein mentioned, and that no further assignment of the Lease or subletting of the  
Premises, or any part thereof, will be made without further prior written agreement.

Executed on \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Sample  
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