Note about this form: This lease form is not offered as legal advice. It may not fit your situation or protect your rights. Landlords and tenants should get advice from their own attorneys before signing any lease. CSU students can visit Student Legal Services for legal support. Find in the Lory Student Center, room 274, or at sls.colostate.edu.

LEASE

1. **Parties to this contract**. This contract is made between the Landlord _____, who is the owner or agent of the property being leased, and the Tenants, _____, _____, and _____. The Landlord, and any people the Landlord authorizes to act for the Landlord will be referred to as "I" and "me" in this contract. The Tenants shall be referred to as "you" in this contract.
2. **Property leased**. I lease to you the property located at _____. [add any limitations to what is being leased, such as 'lower level only' or 'doesn't include yard'.]
3. **Your joint liability**. Where there are multiple Tenants listed on this lease, each Tenant is responsible for all of the responsibilities explained in this contract. This means that I can collect all of the rent or the cost of repairing damage from any one of you Tenants, regardless of which of you is responsible for not paying rent or for causing the damage.
4. **Lease term**. This lease begins on _____ and ends at _____(time) on _____(date). If the property is not ready for move-in on the start date, you will receive a pro-rated rent reduction for the days you wait. If the property is ready for move-in within three days of the start of the term, this lease stays in effect. If the delay is longer than three days, you have the option of terminating the lease by giving me notice in writing. I will not be responsible for your expenses during the wait, including lodging, food or storage costs.
5. **Rent**. The rent is $_____ per month, and it is due on the first of the month. To be considered on time, the rent must be postmarked [or hand-delivered if this is an option] no later than the first of the month. If your rent is not on time, a late charge of $50 per day for each day the rent is unpaid will be charged. The late charges must be paid at the time the late rent is paid.
6. **Security Deposit**. A security deposit in the amount of $_____ is due on the first day of the rental term. I may take up to 60 days after the last day of the rental term to send you a list of charges against the deposit and return any balance after charges. By the end of the rental term, you must provide me with a forwarding address. I am not required to track you down to send you the security deposit.
7. **Utilities**. The following utilities are paid by me and are included in the rent: _____. The following utilities shall be paid by you: _____[include contact information for each utility company the tenant must contact]. You must contact the relevant utility provider and set up an account in your name effective the first day of the lease term.
8. **Condition of the property**. I will make effort to have the property in good shape when you move in. If there is an urgent issue you notice upon move-in, contact me immediately. Within

seven (7) days, you must provide me with a written list of repair issues and a room-by-room description of the condition of the property, as well as a description of the condition of the yard. This list is for your own protection.

9. **Guests**. Only the listed Tenants may live at the property. Any guest that stays more than 30 nights during a calendar year is considered living at the property and this situation is a breach of this contract.
10. **Pets**. Pets are not allowed.
11. **Water furniture**. Water beds or any water furniture, including fish tanks, are not allowed without prior written approval from me.
12. **Marijuana**. You are not allowed to grow marijuana plants inside or outside of the property.
13. **Smoking not allowed**. You are not allowed to smoke marijuana, tobacco, or anything else inside [or outside] the property. This includes any manner of smoking, including use of pipes, joints, vaporizers, bowls, bongs, e-cigarettes, etc.
14. **Noise**. You are not permitted to disturb neighbors with unreasonable noise or gatherings of guests that create a nuisance for the neighbors. Understand that Fort Collins Police enforce the city's ordinances that prohibit unreasonable noise and nuisance gatherings. Should you receive a citation for violating the city's noise or nuisance ordinances, this will be considered a breach of this lease.
15. **Illegal activity not allowed**. Any activity by you or your guests that violates local, state, or federal law is a breach of this lease. Depending on the severity of the illegal activity, you may be subject to immediate eviction.
16. **Repairs**. You must give me prompt notice of any repair issues that arise. I will arrange for any necessary repairs. You will be responsible for the cost of the repairs if the damage was caused by the misuse of the property by you or any of your guests. Delay in notifying me of a repair issue may be considered misconduct by you. You are not allowed to make repairs yourself.
17. **Pest control, bed bugs**. If you suspect the unit may have bed bugs, you must notify me promptly. You will be responsible for the cost of extermination of any bedbug or other pest infestation due to the actions of you or your guests. You will also be charged the cost of extermination if your actions or inactions prevent me from conducting extermination. You will not bring onto the property any used mattresses or furnishings whose origins are suspect and not known by you to be free of bed bugs (for example, extra mattress from clean family home is allowed; old couch obtained from garage sale, curbside or thrift store is not allowed.) You must give me prompt notice of any suspicion of bed bugs. Should extermination become necessary, you must cooperate with all exterminator requirements such as cleaning, heating and bagging clothing and other articles, moving furniture away from walls, etc.
18. **Renter's insurance required**. I require that you buy renter's insurance and that you request your insurer to name _____ [Landlord's name] as an "additional insured" on your renter's policy. You must provide me with your "Declarations Page" showing that you have purchased this insurance prior to move-in. The minimum requirement is $100,000 in property and personal liability coverage. I will not provide an insurance plan. You will not be allowed to

move in if you have not provided this to me, however you will still be responsible for paying rent under the lease. Please understand that only in very limited situations will Colorado law hold a landlord responsible for damage to a tenant's property or injury to persons, and therefore, you must plan to cover your own losses.

19. **Insurance subrogation not intended**. Subrogation is the action by an insurance company to seek reimbursement from an at-fault party for the monies the insurance company paid on a claim. It is your and my intent that your renter's insurance will not have a subrogation claim against me and my property insurance will not have a subrogation claim against you should either of us make a claim with our insurers during your tenancy.
20. **Displacement from the property**. If the property becomes damaged severely enough that you may not continue to reside in the property until repairs are completed, I have the option to terminate the lease or to continue the lease. If I continue the lease, you will not be liable for rent during the time you are displaced from the property. If contractors estimate that it will take longer than two weeks to complete repairs to allow you to move back in, you will have the option to terminate the lease by giving me a written notice. In the case that the damage is caused by the negligence or actions of the tenant, you must look to your renter's insurance to pay for your alternative housing during repairs. I will not be responsible for providing you with alternative housing. I am also not responsible for paying for your costs of relocation under this situation.
21. **Yardwork and snow removal**. You are responsible for mowing the grass (weekly during hot months, and every 10-12 days in the early and late months of the growing season) and keeping the grass watered. I will take care of the tree trimming, weed control, and pruning. [In the alternative, consider hiring the yardwork out and including the cost in the rent.] You are also responsible for snow removal. Please know that the City of Fort Collins aggressively enforces its snow removal law that requires removal within 24 hours of snow accumulation.
22. **Keep the property clean and make no alterations**. You may not paint or make any alterations to the property. You may only use a minimal number of small nails for picture hanging. You must keep the property in a reasonably clean condition, without accumulation of trash or clutter, and failure to do so is a breach of this lease.
23. **Absence from the property and maintaining heat during cold season**. You must keep the property heated to a minimum of 65 degrees, even during periods in which you will be absent. Frozen pipes and catastrophic water damage are a real risk during Colorado winters. If you will be away from the property for more than five consecutive days, you must notify me in writing.
24. **My coming onto the property**. I am allowed to come onto the outside of the property at any time and without advance notice to take care of my part of the yardwork, to make repairs to the outside of the house, or simply to make inspection. I am allowed to come inside the property at any time without notice for any emergency reason. For inside inspection, inside maintenance or repairs or to show the property to prospective buyers or new renters, I will give you reasonable advance notice by text message to your cell phones or by email to you. Twenty-four hours' notice is considered reasonable.

25. **Communicate in writing**. Open communication is encouraged. For the protection of all, email your concerns in writing. If your concern is urgent, you may call me at _____, however, send a follow up email to confirm the situation in writing. My email is _____. You are required to provide me with an email address that you check every day.
26. **Guarantor**. If I give you a guarantor agreement, you must provide me with the guarantor agreement signed by your parent, guardian or other guarantor approved by me within the timeframe noted in the guarantor form. If that is not provided to me within the required timeframe, this lease is void and you do not have any tenant rights in the property.
27. **Tenant replacement, assignment or subletting**. You may not assign (transfer) or sublet your lease without prior written approval from me. Should you move out and stop paying rent prior to the end of the lease without a written agreement with me allowing early termination, you will be in breach of this lease and you will remain responsible to pay rent and utilities to the end of the lease term or until a paying replacement tenant is in place. I will carry out my legal duty to make reasonable effort to replace you with a suitable, credit-worthy replacement tenant, however finding a replacement is never guaranteed. You will be responsible for my costs in finding and processing a replacement.
28. **Breach and eviction**. If you breach this lease and I pursue eviction, know that eviction does not terminate your liability under this lease. Even when evicted and you lose possession of the property, you remain liable for rent and utilities to the end of the lease term, subject to my legal duty to make a reasonable effort to find a suitable, credit-worthy replacement.
29. **Move-out**. You must fully move out, return keys to me, and leave the property in a clean condition by the end of the lease term. If you have not moved out by the end of the lease term, you will owe $100 per day for each day you remain in the property and you will be in breach of the lease and subject to eviction. If you appear to have moved out but leave some of your possessions in the property, you agree that you have abandoned those possessions and I may dispose of those as I see fit and charge you hauling and disposal fees.
30. **Pre-agreed charges**. You will be responsible for the cost of carpet cleaning and rekeying, which I will arrange and charge against your security deposit.
31. **Costs and attorney's fees**. The prevailing party in a dispute is entitled to recover court costs, collections costs and attorney's fees from the other party.

_____		_____	
Landlord Name	Date	Tenant Name	Date
_____		_____	
Tenant Name	Date	Tenant Name	Date