

## Residential, Commercial and HOA Property Management

### RESIDENTIAL LEASE

**THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT - READ IT CAREFULLY.**

THIS IS A LEGAL INSTRUMENT, IF NOT UNDERSTOOD, LEGAL TAX, OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING. THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY JOHNSON MUFFLY & DAUSTER PC FOR ALL PROPERTY SERVICES, INC.

ALL PROPERTY SERVICES, INC, Landlord, as Agent for the Owner, and \_\_\_\_\_ Tenant(s), agree to the following terms. Tenant acknowledges that Landlord is the duly authorized managing agent of the Owner of the Premises. Landlord has full power and authority to enter into this Rental Agreement on behalf of Owner and should you have any questions or comments relating to this lease they should be directed to the Landlord at **1630 S College Ave, Fort Collins, CO. 80525** or **1113 N Cleveland Ave, Loveland CO. 80537**.

1. Landlord leases to Tenant and Tenant hires from Landlord those premises described as \_\_\_\_\_, Apt. (if applicable) \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, Larimer or Weld, State of Colorado, to be occupied by Tenant and the following other people only: \_\_\_\_\_, \_\_\_\_\_. No more than \_\_\_\_\_ total persons shall occupy this premises.
2. The term of this lease shall be from \_\_\_\_\_ and terminating \_\_\_\_\_ at **12:00 NOON**. Tenant agrees that to terminate this lease agreement at the end of the minimum term **at least thirty (30) days WRITTEN** notice must be given to Landlord prior to the expiration of the minimum term of the lease. Should Tenant occupy the premises after the term of this lease has expired, Tenant shall do so only with the written consent of the Landlord and, unless a new lease is executed, Tenant does so as a month-to-month residence only and will give at least thirty (30) days written notice before the end of any rental month before vacating. All termination notices referred to above must be given on the first day of the month with the termination date ending on the last day of a calendar month. **If Tenant's notice is not provided as specified herein, Tenant will be liable for and pay the rent due for the following month if the subject property is not re-rented. Tenant understands that notices given after the first day of any month will not be effective to terminate this lease until the last day of the following month. Notice provided on July 2 means the lease would not terminate until August 31).** Landlord reserves the right and has sole discretion whether or not to allow a lease to continue on a month-to-month basis after the lease expiration date. Landlord may terminate this lease agreement without cause by giving Tenant ten (10) or more days written notice prior to the end of the minimum term or, thereafter, seven (7) or more days prior to the end of any month. Landlord may terminate this lease agreement for cause as provided by Colorado law. Tenant(s) are jointly and severally held liable for the terms of this lease.
3. Tenant shall pay the Landlord a net of \$ \_\_\_\_\_ as rent, without any deductions or set-off whatsoever, for the term stated. The first month's pro-rata share of rent, if any, is \$ \_\_\_\_\_, the balance of the rent shall be in monthly payments of \$ \_\_\_\_\_ payable in advance on the **FIRST BUSINESS DAY** of each month plus a service charge of **Ten Percent** of the monthly rental amount if the total rent is not received by 5:00 p.m. on the **SECOND BUSINESS DAY OF THE MONTH**. Rent is payable with check, electronic funds transfer (see EFT form on last page for set up), or money order only and made payable to All Property Services, Inc. If Tenant(s) check is dishonored for any reason, Tenant agrees to pay Landlord a service charge of \$35.00 for each dishonored check to cover the additional bookkeeping and handling costs. In the event of any returned check Tenant agrees to make future payments by cashier's check or money order if requested by Landlord. Rent shall be mailed or dropped off at the address listed below or such other address designated by the Landlord in writing. If sending multiple checks, the total dollar amount of all checks must match the amount due. All late charges and or fees incurred due to Tenant(s) disregard for the above will be the Tenant(s) responsibility. Landlord may apply all money received first to charges other than rent.

All Property Services, Inc.

1630 S College Ave  
Fort Collins, CO. 80525

1113 N Cleveland Ave,  
Loveland, CO. 80537

Initial \_\_\_\_\_

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4. Tenant agrees to pay, in addition to rent, a security deposit of \$\_\_\_\_\_. Paid by\_\_\_\_\_. Said deposit will be returned to Tenant by Landlord or his or her successors within sixty (60) days after the termination or expiration of this lease; less the cost of repairing any damage (except ordinary wear and tear) caused by the Tenant or anyone acting under Tenant(s) control, the cost of putting the premises in a clean condition (which includes professionally cleaning of the carpets) and utilities, a standard rekey charge of **\$35.00**, attorney fees, or other charges due, with the remaining balance of any monies received being applied toward rent due. After move-out and accounting, rather than receiving a joint check for any refund of deposit, the tenant/leaseholders request separate checks as follows: In the event that more than one tenant/leaseholder signs this Lease, the total amount of any security deposit refund will be divided by the number of tenants/leaseholders who sign the lease and a check will be issued to each in the amount equal to their proportional share of the total refund due. (E.g. If there are 2 joint tenant/leaseholders, each tenant/leaseholder shall be entitled to 50% of any refund) Tenant/Leaseholders understand that in all respects regarding this Lease, they remain jointly and severally liable for any obligations or claims under the terms of the Lease. In the event of any dispute between or among the tenant/leaseholders as to damages and deductions, the tenant/leaseholders recourse is against their other leaseholders for contribution (e.g. One tenant/leaseholder caused more damage than another tenant/leaseholder) and tenant/leaseholders shall hold Landlord harmless from such disputes” Nothing in this section precludes the tenant/leaseholders from exercising their remedies in accordance with applicable law.

Any inquiries regarding the security deposit should be made directly to Landlord. Owner has authorized Landlord to administer the collection and refund of security deposits on behalf of Owner and Landlord is financially responsible for returning any security deposits held by Landlord. The security deposit shall be returned to Tenant in accordance with the terms of this lease.

5. The Tenant hereby agrees that the Landlord has the authority to place security and/or damage deposits into an interest bearing trust account under the Landlord(s) control, and interest accruing thereon shall be the property of the agent as compensation for maintaining and administering said trust account.

6. The Tenant shall arrange, prior to occupancy, for the following utilities to be billed to Tenant at Tenant(s) address, and shall not allow gas or electricity to be disconnected by any means (including nonpayment of bill) until the end of the lease term or renewal period. Tenant agrees that he or she is responsible for the following:

- a. Gas
- b. Electricity
- c. Water
- d. Sewer
- e. Trash
- f. Phone (if desired)
- g. Cable TV (if desired)

A \$35.00 service fee will be charged to the Tenant should the Tenant fail to put the utilities in Tenant(s) name prior to, or at the time of, occupancy.

7. Ground maintenance, including lawn care and snow removal is to be the responsibility of the\_\_\_\_\_. If the yard care is the responsibility of the Tenant, it is expected that the yard receive weekly maintenance **including watering, mowing, trimming and ALL WEED CARE. If yard care is neglected by Tenant, the LANDLORD may contract the yard care at the expense of the Tenant.** Before contracting any work and charging it to Tenant, Landlord shall provide at least 3 days notice and opportunity to cure. Damage to trees, shrubs and bushes due to acts of nature will not be considered Tenant(s) responsibility. Lawn mowers, electrical cords, hoses and sprinklers, if any, left on the premises by the Landlord are left as a courtesy, however, Tenant shall be responsible for the servicing, sharpening, and maintenance of the equipment, and Tenant shall assume all responsibility for damages to itself or anyone during use of said equipment and shall hold the Landlord or Owner free and blameless of liability for any such damages. Walks shall be kept free of hazardous objects, ice and snow at all times. If such responsibility is neglected by Tenant, the Landlord may contract the care of the walks to be done at the expense of the Tenant.

8. Tenant has examined the premises and all furniture and fixtures contained within the premises, and accepts the same in their present condition except as otherwise stated herein.

9. **The premises are rented for use only as a residential rental. No animal or pet except \_\_\_\_\_ shall be kept on the premises without Landlord(s) prior written consent. This permission, if given, may be revoked if in the Landlord(s) sole judgment the above pet is creating a nuisance or disturbance or causing damage to the property. If applicable, written consent, pet terms, deposits, etc. are found in "Attached Pet Addendum".**
10. Tenant shall not disturb, annoy, endanger or inconvenience other Tenant(s) of the building or neighbors, nor use the premises for any unlawful purpose, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises. Tenant shall be responsible for the conduct of Tenant's guests or visitors as though their conduct was that of the Tenant.
11. Tenant shall obey all Covenants, Bylaws, Rules and Regulations regarding the premises, including those of any homeowner's association in effect or as amended at the time of signing this lease. Tenant acknowledges Landlord has provided access to any such Covenants, Bylaws, Rules and Regulations and they are incorporated by reference into this lease agreement.
12. Tenant shall keep the premises in good order and condition and immediately pay for any repairs necessitated by Tenant's negligence or misuse. Tenant shall be responsible for all minor maintenance such as replacing light bulbs. Landlord shall maintain any other parts of the property and pay for repairs not caused by Tenant(s) negligence or misuse. Tenant shall give Landlord prompt notice of any required maintenance. The property is a non-smoking property. Growing marijuana is strictly prohibited. Any damages caused from smoking or growing marijuana in the property will be repaired at Tenant's expense. Such expenses could be, but are not limited to, painting, carpeting, window coverings replacement, deep cleaning and washing of all surfaces.
13. Tenant shall not paint nor make alterations of or to the property without Landlord(s) prior written consent. Landlord reserves the right to require Tenant to restore the property to its' previous state, which is prior to painting or alterations, at the Tenant(s) expense. Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones), including antennae and/or satellite receiver dishes within the premises of the building without Landlord's prior written consent. Such consent may be conditioned in a manner that protects the interests of the building and other tenants. A satellite dish may not exceed one meter (3.3 feet) in diameter. Installation must comply with all applicable ordinances, laws and safety standards. The satellite dish or antenna may only be located inside your unit or outside your unit in an area of which you have the exclusive use under your lease. You may not install the dish or antenna in or on any common areas including but not limited to exterior walls and roofs. Preferred methods of installation of your antenna or dish are on a tripod or post. Power to your antenna or dish may not be connected to landlord's electrical system except by plugging into a standard 110 volt receptacle.
14. This lease will terminate if the premises become uninhabitable because of dilapidation, condemnation, fire or other casualty for more than 30 days. Rent will be reduced proportionately if the premises are uninhabitable for any shorter period. If tenant believes the premises are uninhabitable, tenant must submit written notice to landlord specifying the condition alleged to breach of the warranty of habitability to **All Property Services, Inc, 1630 S College Ave., Fort Collins, CO. 80525.**  
**Attention: President**
15. Landlord or Agent is permitted to enter the premises to make repairs, inspect the interior of the premises or to show the premises to prospective Tenant(s) or Purchaser(s). In non emergency situations, Landlord or Agent will make a good faith effort but shall not be required to notify the Tenant(s) at least 12 hours prior to Landlord or Agent entry by one of the following methods: telephone or cell phone message, or door hanger, having made such good faith effort, Landlord or Agent shall enter as necessary. If an emergency situation arises, Landlord or Agent is permitted to enter the premises immediately without prior notice to Tenant(s). Tenant shall not change any locks without the prior written consent of the Landlord and if consent is obtained Tenant shall provide Landlord with a copy of the new key the same day the lock is changed.
16. **Tenant agrees that the premises are to be used and occupied by Tenant and those persons listed on the Lease for residential purposes only. No other persons shall be allowed to reside in the premises without the express written consent of Landlord. Tenant may not assign or sublet any part of the premises without the prior written consent of the Landlord.** If Landlord consents to an assignment or sublet of the premises the Tenant shall pay the Landlord for the cost of advertising plus a fee of one hundred-seventy-five dollars to cover the costs of processing a new rental application and/or lease.
17. If Tenant abandons or vacates the premises and leaves behind personal property of the Tenant or others, all such property shall be deemed abandoned and Landlord shall have the right to remove and dispose of such personal property as the Landlord sees fit, at Tenant(s) sole risk and cost and without recourse by Tenant or any person claiming under the Tenant against the Landlord.

18. Tenant shall be responsible for liability, theft and accident in his/her own unit. Tenant insurance is urged.
19. In the event of any legal action relating to this lease the prevailing party may recover from the other party his/her costs and attorney fees.
20. If the premises is located within, or is a part of, a Homeowners Association (HOA) and the (HOA) provides or has facilities, including but in no way limited to: Swimming pools, hot tubs, saunas, clubhouses, recreational areas, gyms, work out rooms, playgrounds, etc., the Tenant, and or his or her guest(s), fully understands the inherent risks associated with such use of the provided facilities, including but in no way limited to: Aquatic injuries, athletic injuries, illness including exposure to and infection with viruses or bacteria and Tenant, and or his or her guest(s), uses the facilities at his or her own risk and shall hold the Landlord, Owner, (HOA) and All Property Services, Inc. forever harmless, free and completely blameless, of any liability directly or indirectly arising out of, or related to, any loss, sickness, damage or injury, including death, that may be or have been, sustained while using the provided facilities.
21. If a carbon monoxide detector/alarm is installed, tenant agrees: (a) Keep, test and maintain all carbon monoxide alarms in good repair; (b) Notify, in writing, the landlord, if the batteries of any carbon monoxide alarm need to be replaced; (c) Notify, in writing, the landlord if any carbon monoxide alarm is stolen, removed, found missing, or found not operational during the tenant's occupancy of the premises; (d) Notify, in writing, the landlord, of any deficiency in any carbon monoxide alarm that the tenant cannot correct.
22. **In the event Tenant delivers possession of the premises, voluntarily or involuntarily, Tenant shall remain liable for all rent and other obligations under this lease including future rent, utilities, late charges, and damages for the stated term of the lease whether or not Tenant(s) right to possession is previously terminated or surrendered by unlawful detainer action or otherwise. Tenant agrees that termination of his/her right to possession shall not constitute termination of the lease or of Tenant(s) obligations under the lease unless Landlord expressly consents in writing to terminating Tenant(s) obligation under the lease.**
23. Time is of the essence. The waiver by Landlord of any breach shall not be construed to be a continuing waiver of any subsequent breach.
24. Tenant has received the attached Lead-Based Paint disclosure from the Landlord. Tenant has read the disclosure and understands that there are some risks involved with exposure to lead based paint and fully accepts all such risks.
25. Tenant shall NOT change any locks without prior written consent of the Landlord and shall, on the same day, provide Landlord with a copy of the new keys. There shall be a \$35.00 key charge assessed for any failure to return all keys assigned to the Tenant upon execution of this lease.

\_\_\_ Unit \_\_\_ Mail \_\_\_ Security Door Code \_\_\_ Garage Openers

26. This lease is subject to All Property Services, Inc. signed approval.
27. Per the 2006 International Fire Code, charcoal grills and propane gas grills with a tank capacity greater than 2 ½ gallons cannot be located within 10 feet of buildings. Electric grills and small camping grills with bottles less than 2 ½ gallons capacity are acceptable. The only exceptions are one and two family dwellings or where buildings, balconies and decks are protected by an automatic sprinkler system.
28. **ADDITIONAL PROVISIONS: \*\*UNIT/PROPERTY IS NON SMOKING\*\***

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**GENERAL RULES AND REGULATIONS AND HOA GUIDELINES**

1. Patios, lanais, decks shall **NOT** be used for storage and shall be kept free of any items other than legitimate patio furniture, a barbecue grill (if HOA or building rules allow), and not more than two bicycles. Other common areas shall not be used for storage.
2. All vehicles must have valid, current tags and registration. Vehicles shall be operational and cannot be parked in the same parking place for more than 7 continuous days. The parking or storing of boats, trailers, RV's, campers, etc. is not allowed. Automobile repairs shall **NOT** be made in the parking lot. Vehicle parking allocation shall not exceed one vehicle per bedroom per leased unit. Park only in designated areas or assigned parking spots. Tenant found in violation of this section will result in Tenant vehicle(s) being towed at the vehicle owner's expense.
3. Tenant shall abide by the Rules and Regulations of any Homeowners Association in which their building, and or unit, belong. If you require a copy of the HOA rules, please make a request for them at our office.
4. Under **NO** circumstances shall warm or hot ashes from fireplaces or grills be placed in trash receptacles or dumpsters.
5. If a dumpster is provided, Tenant shall place all trash in the dumpster. If trash is collected by a trash service on a regularly scheduled day, trash shall not be put out until the scheduled pickup day.
6. If the rental unit is provided with a screen or storm door, Tenant shall not prop it open.
7. If applicable, all Pet Rules, Pool Rules, Exercise Room Rules, Parking Rules and Clubhouse Rules must be followed in accordance with the Rules and Regulations, Covenants and Bylaws of the Governing Homeowner's Association.
8. The rental unit, Premises, may or may not allow for the overnight parking of commercial vehicles on the property. It is the Tenant(s) responsibility to ask the Landlord if he or she has a commercial vehicle and if parking commercial vehicles overnight is allowed.

The following documents have been provided to Tenant or discussed, explained with the Tenant during the lease signing process and are made a part of this lease. Tenant agrees he or she understands the following and will comply with the term of the lease:

- General Rules and Regulations and HOA Guidelines  Pet Addendum(s)
- Lead Based Paint Disclosure  Occupancy Limits Disclosure
- Blank, Move In Inspection Form To Be Completed By Tenant(s). Tenant Acknowledges Receiving This Form And The Original Must Be Returned To Our Office Within 10 Days of Move In Date.**

This lease, and attachments incorporated by reference constitute the entire lease agreement between the Landlord and the Tenant(s).

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Email                      Phone Number

By: \_\_\_\_\_  
All Property Services, Inc.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Email                      Phone Number

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Email                      Phone Number

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Initial \_\_\_\_\_