

Your Neighborhood Realty, Inc.  
800 E. U.S. Highway 24  
Woodland Park, CO 80863



## Section 1: Residency

### 1.1 Residential Lease Agreement

THIS LEASE, is made this \_\_\_\_\_, between Your Neighborhood Realty, INC., hereinafter referred to as Landlord, who's address is P.O. Box 4730 Woodland Park, CO 80866, and hereinafter referred to collectively as Tenant: Landlord is the Agent for the owner of the property. This lease is between Landlord and Tenant and the obligations of Tenant under this lease run directly in favor of Landlord and the Owner of the property.

WITNESSETH, Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said Tenant, their executors and administrators, has leased and does hereby lease unto the said Tenant the premises known as:

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

By initializing below, you acknowledge and agree to the terms in Section 1.

X\_\_\_\_\_ X\_\_\_\_\_

X\_\_\_\_\_ X\_\_\_\_\_

# LEASE SAMPLE

## Section 2: Wherefore; the parties agree as follow:

### 2.1 Terms of the Lease

1. TERM OF LEASE: a. Tenant TO HAVE AND TO HOLD, the above-described premises with appurtenances, from the, \_\_\_\_\_ until the \_\_\_\_\_. Tenant, in consideration of the leasing of the premises aforesaid by the Landlord covenants and agrees to pay the Landlord the total sum of \_\_\_\_\_. Tenant agrees to pay landlord \_\_\_\_\_ payable monthly in advance of the first day of each calendar month during the term of the lease. The first payment due \_\_\_\_\_, and like payments thereafter on or before the FIRST DAY of each month. If the Lease Start Date shall commence on a day other than the first day of a calendar month, the rental for the remainder the month shall be prorated by dividing the number of days in the month for which rent is owed by the number of days in the month and multiplying that figure by the monthly rate stated above. Monthly rental payments in the form of a check or certified funds shall be mailed or otherwise delivered to Landlord at, P.O. Box 4730 Woodland Park, CO 80866. The tenant's online portal, to: www.ynrrentals.com.

RESIDENT BENEFITS PACKAGE. Tenant agrees to pay for the Resident Benefits Package, in the amount of \$ 29.00 per month. if this box is checked .

The Resident Benefits Package includes delivery of an HVAC filter every 90 days (where applicable), if the box is checked  renter's insurance will also be provided at an additional \$10.95 per month in the following coverage amounts:; positive payment history reported to credit agencies for credit-building, a \$1 million identity protection policy, use of our online tenant portal, referrals to vetted technicians and vendors for services, and additional benefits as Landlord may add to the Resident Benefits Package in the future in its discretion. The current Resident Benefits Package includes the following: Identity protection, credit building, and reward program \$8.55 out-of-pocket cost to Landlord plus \$7.08 administrative fee, for a total of \$15.63 per month; Utility concierge and filter delivery service: \$6.29 out-of-pocket cost to Landlord plus \$7.08 administrative fee, for a total \$13.37 administrative fee per month. Insurance: \$10.95 no administrative fee

- a. Rent or any other charge shall not be considered paid until actually received by Landlord, and Tenant shall bear all risk for mailing or any other type of delivery of the rent.
- b. Landlord cannot guarantee that the property will be available to Tenant on the date set out above. If the existing tenant fails to vacate as agreed or damage to the property, beyond Landlords' control occurs, Landlord will take all appropriate steps to try to make the property available as quickly as possible. Tenant, under these circumstances, has the right to terminate the lease by giving notice to Landlord, but Landlord will not be liable for Tenant's moving, living, storage or any other expenses incurred because the property is not available. Rent, as set out above, will be adjusted on a daily prorated basis for the time the property is not available.

### 2. LATE CHARGES & ORDER OF PAYMENTS:

- a. Rent is due on or before 5:00 o'clock p.m. on the first (1st) day of each month. Tenant shall be assessed a LATE PENALTY of \$50.00, or five (5%) of the amount of the past due rent, whichever is greater, on the nineth (9th) day of the month. Failure to thereafter tender the full rental plus late charges, or any other charges which are due, shall constitute a breach of this lease. All sums due including but not limited to rent, bad check charges, eviction costs, court costs, maintenance costs, HOA fines or penalties, any other amounts due from Tenant, and attorney fees shall be subject to interest at the rate of 18% per annum. Late charges shall not accrue interest. Late charges are assessed if there is any amount due to Landlord regardless of whether it is rent, utilities, damages, deposits or any other amount due.

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b. If the rental payment, in full, is not made when due, Tenant understands that a Demand for Payment of Rent or Possession notice will be served. Should Tenant be served with a Demand Notice, Tenant agrees to pay a fee of \$75.00 for the preparation and delivery of such notice. Tenant is aware that Landlord is not responsible for late payments due to mail delivery or other causes. Tenant has the sole responsibility to make certain that payments are made and received by Landlord on time.

c. Tenant may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full amount due, regardless of any breach or alleged breach of this lease by Landlord, except upon compliance with C.R.S. 38-12-501 et seq.

d. Payments made to Landlord shall be applied in the following order: security deposit, pet charge, utilities, maintenance charges, check charges, service charges, eviction charges, attorney fees, all other charges, rent, late charges. Landlord's application of charges in a different order than above, shall not constitute a waiver of landlords right to apply future payments in the order specified above. Failure to pay any or all amounts due shall constitute a default in this lease.

e. Landlord may accept partial payments from Tenant, at any time, without effecting nor waiving any rights which Landlord has under this lease nor shall it effect any legal proceeding which Landlord may have initiated or be in the process of initiating.

f. In the event of any default by Tenant, all monthly rent for the remaining term of the lease shall be accelerated and shall be fully due and payable without notice by Landlord. This right of acceleration is in lieu of having rent for the entire term payable when the lease contract begins.

g. Tenant is advised, that in the event that Landlord owns five or fewer single-family homes, that the notice period for a default, pursuant to C.R.S. 13-40-104(5)(b), for the payment of monies due pursuant to this lease or for a default in any other condition of this lease shall be Five days not Ten.

h. Lease Breaking Fee: In the event the Tenant fails to fulfill their Lease period, or defaults in any other condition of this lease, Tenant will be charged a \$500.00 lease breaking fee, in addition to any and all other charges and/or damages to which Landlord shall be entitled pursuant to this Lease.

### 3. PROPERTY CONDITION, SECURITY DEPOSIT, LEASE PROCESSING, MONTH TO MONTH, & RENEWAL FEES:

a. Tenant acknowledges that he has received the above described premises and the personal property located therein, if any, in good order and repair and in AS IS Condition, and will, at the expiration of the term of this Lease, surrender and deliver up possession of said premises in as good an order and repair as the same are at this date, ordinary wear and tear excepted. Tenant acknowledges that he has inspected the property and that the same is habitable as required by Colorado Statute and that Tenant shall keep and maintain the property in a clean, safe and habitable condition throughout the term of the lease. upon execution of this Lease, Tenant shall deposit with Landlord the sum of \$ \_\_\_\_\_ (maximum two months' rent) as security for Tenant's complete performance of Tenant's obligations in this lease ("Security Deposit") or, if this box is checked , Landlord has agreed to accept an insurance policy from Rhino or another insurance company of Landlord's choice guaranteeing Tenant's security deposit in lieu of a Security Deposit ("Security Deposit Insurance"). Tenant agrees to pay the insurance company directly for that Security Deposit Insurance for the Term of this Lease. Tenant's failure to pay the insurance company directly for the Security Deposit Insurance shall be considered a material breach of the lease and subject Tenant to immediate eviction. **If there is no Security Deposit Insurance, the Security Deposit shall be delivered to Landlord as a separate payment from Tenant's monthly rent, in the form of certified funds (e.g., a postal money order, online portal payment or a bank cashier's check).** Security Deposit to be returned by Landlord, without interest, at the expiration of the term of this lease if the possession of said premises be delivered to Landlord in such condition.

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b. The primary function of the Security Deposit is to secure the performance of the rental agreement for the premises or any part thereof and that such deposit shall not constitute pre-paid rent. Tenant understands that he may not use any part of his security deposit as part payment of his monthly rent, and that he is required to pay the monthly rent for the full term of his lease. Tenant is aware that the security deposit may be placed in an interest bearing account. If the deposit is placed in such account, Tenant waives any claim to interest earned and hereby agrees that interest will be retained by Landlord. Landlord shall be the sole judge as to whether said premises are in good order and repair and Landlord shall have sixty (60) days within which to account for and/or return said deposit. In the event the Security Deposit is returned, it may be made payable to all named Tenants jointly or to any individual Tenant, at Landlord's election, unless Landlord receives written instruction, signed by all Tenants, to refund it differently. Landlord shall be free to apply any retained Security Deposit to any and all charges which are due, in such order or allocation as Landlord shall elect. The Security Deposit accounting may be mailed to the last known address of any single Tenant.

c. Tenant acknowledges that Landlord may pay third parties for background or other fees associated with Tenant's application. Tenant agrees to pay a Lease Administration & Technology (LAT) fee of \$200.00 if this is the first lease that has been signed with Your Neighborhood Realty, Inc., or a Lease Renewal fee of \$100.00 if this is the second or later lease that has been signed. Tenant agrees to pay Landlord's then-current lease renewal fee if Tenant and Landlord agree to extend the Term of this Lease for a year or more.

If you hold over and go month-to-month, you will be liable for and agree to pay a month-to-month fee equal to 25% of the currently monthly rental rate. This month-to-month fee is not rent or additional rent but consideration paid by you to us for the privilege of being allowed to occupy the Premises on a short-term basis without having to commit to a longer term, and you having the flexibility to terminate the Agreement on notice required by this Agreement. Time limits to the month-to-month fee may be imposed and if there was a renewal rent increase that increase will not be charged. If the parties agree to a new Lease term, Tenant will no longer be liable for paying the month-to-month fee.

**4. SUBLETTING & NUMBER OF OCCUPANTS:** Tenant shall not sublet any part of said premises or assign this Lease or any interest herein, or allow anyone to share the premises, keep roomers or boarder or assign all or any portion of this lease without the prior written consent of Landlord. OCCUPANCY SHALL CONSIST OF NO MORE THAN \_\_\_\_\_ PERSONS, OTHER THAN CASUAL VISITORS, and shall consist of only those persons listed on the rental application. Tenant shall be liable for a \$500.00 fine for each unauthorized occupant per incident. Such fine shall be payable immediately upon billing by Landlord.

Number of Occupants

**5. DISORDERLY CONDUCT:** a. Tenant shall not use said property for any purpose prohibited by the laws of the United States, the State of Colorado, any City or Municipal Government that the premises may be located in, or any other governmental body or agency nor for any improper or questionable purpose whatsoever. If the property is subject to any Homeowners Association, Tenant shall abide by their rules, regulations and covenants, and a violation of the Homeowners Association rules, regulations or covenants shall constitute a breach of this Lease. Tenant shall be responsible to obtain copies of and understand all rules and regulations of the Homeowners Association. Tenant shall be responsible for any fines or other charges imposed by the HOA.

b. Tenant shall not permit any disorderly conduct, noise, vibration, odor or other disturbance whatever in or about the property, which will annoy or disturb any person occupying other portions of the building or properties nearby, and Tenant will not use machinery or other apparatus which will damage the building or which will annoy or place in danger other residents or nearby properties or residents.

c. Tenant shall be liable for any fine or penalty imposed by the Homeowners Association and for any fine or penalty imposed by any governmental entity or ordinance. Tenant shall be required to correct, remedy or cease any action or inaction for which any such fines or penalties are levied and Tenant shall pay all costs or charges which Landlord may incur to correct or remedy the same, including

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Landlord's attorney fees and costs. Tenant's failure to immediately correct or remedy the violation or to pay all fines, penalties or amounts due shall be a breach of this lease.

d. It shall be a violation of this lease for Tenant to interfere with the Landlord or Landlord's staff or to use rude, foul-mouthed, threatening, abusive and or insulting language when dealing with the Landlord or Landlord's staff. Tenant will be provided one warning that such behavior is not acceptable and will not be tolerated. If the behavior persists, Landlord shall have the right to terminate the lease by giving Tenant a 10-day demand that Landlord is terminating the lease and Tenant will then be subject to eviction. After service of the demand, all communications will be in writing and Tenant will not be allowed to enter Landlord's offices, or Tenant will be considered a trespasser.

**6. LANDLORD RE-ENTRY:** Landlord may enter upon the leased premises at all reasonable times during the term of this Lease for the purpose of inspecting said property or for any other legitimate business purpose. Landlord agrees to try to give Tenant reasonable notice prior to entry. Tenant agrees that no notice is required in the event of an emergency. Landlord shall have the right to show the premises to prospective tenants or purchasers at reasonable times during the last sixty days of the term of this lease and to place a For Rent or For Sale sign in an appropriate location on said premises during said 60-day period. In the event Tenant refuses or fails to allow Landlord to show the property during said 60-day period, Tenant shall be responsible for an additional months rent. Landlord may show the property even if Tenant is not present, and Landlord may place a lockbox on the property. As concerns a sale by Landlord, Landlord may place For Sale signs and show the property at reasonable times during this tenancy after first giving Tenant reasonable notice. In the event Tenant refuses or fails to allow Landlord to show the property during said 60-day period, Tenant shall be responsible for an additional months rent. Failure to allow or cooperate with any of the above conditions shall be a breach of this lease.

**7. TENANT REPAIRS:** If any damage is done to the premises and or common areas, Tenant shall ensure that it is immediately repaired. In the event Tenant does not make immediate repairs, Landlord may make such repair and bill Tenant for same, which payment shall be due immediately from Tenant. Landlord shall not be required to make such repair. Tenant agrees to cooperate with and make the property accessible to Landlord and or any other repair, maintenance, Landlord Vendor, inspector or any governmental person or agency to provide access to the property to do estimates, make repairs or perform maintenance or to do inspections, during the course of the tenancy. Landlord may have the repairs done on the property even if Tenant is not present. Failure to maintain the premises, including payment of all utilities and repairs, shall constitute a breach of this Lease. Tenant shall be responsible to replace light bulbs as they burn out. Burnt out or non-functioning Light bulbs are not considered normal wear and tear. Landlord shall pay all real property taxes accruing on the described premises throughout the term of this Lease. Landlord shall maintain a policy insuring the building; TENANT SHALL BE RESPONSIBLE FOR ANY CONTENTS & TYPE COVERAGE ON CONTENTS OWNED BY TENANT, which coverage shall include backflow prevention coverage, toilet or sewer overflow, and water damage. Tenant shall be required to have RENTERS INSURANCE during the term of this lease and any renewal or extension of the same. Failure to provide proof of such insurance, upon request of Landlord, shall be a breach of this lease. Tenant shall list Landlord as an additional insured on said policy. Tenant acknowledges that they have a duty to maintain the property in a clean and safe manner and that this duty is imposed by statute, C.R.S. 38-12-504. Tenant shall be responsible for any and all damage or repairs caused by third parties.

Tenant acknowledges it is their responsibility to maintain all appliances and components pertaining to the property. In the event appliances should fail or damage is caused to appliances or other parts of the premises due to tenant neglect (i.e. failure to supply salt for the water softener, drain sprinkler systems, report water leaks in a timely basis, water erosion on exterior due to missing splash blocks, etc. these items are a few examples but are not considered to be the only things that could happen), Tenant shall be liable for the cost to repair or replace all such damages and these shall in no way be considered normal wear and tear. Tenant shall be

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responsible for toilet clogs and or overflows. Tenant shall change furnace and AC filters monthly and shall be responsible to replace refrigerator water filters as recommended by the appliance manufacturer.

**8. WILLFUL DAMAGES:** Tenant shall be responsible for the total cost of all repairs which are necessitated or caused by Tenant's negligence, willful actions or the negligence or willful acts of Tenant, Tenants guests, invitees, family, friends or due to vandalism. If Landlord has insurance, Tenant shall also be totally responsible for the deductible portion of Landlord's hazard insurance, which is used to pay for repairs or maintenance which are caused by Tenant's negligence or willful acts or the negligence or willful acts of Tenant's guests, invitees, friends, family or due to vandalism. This clause shall not be construed to release or limit tenant's liability to the insurance company who adjusts or pays any such claim. Tenant acknowledges that they are responsible for the property and it is in their care, custody and control while occupied or leased to them. In the event the property should become uninhabitable due to Tenant's negligence or willful acts, this shall be considered a breach of this lease by Tenant.

**9. GLASS:** Tenant shall be responsible for and shall repair all glass breakage, regardless of cause. This includes vandalism or any other cause. The tenant will not be responsible for wind, storm, or hail damage.

**10. DIRT NOT NORMAL WEAR:** Tenant acknowledges that they have received the property in a clean and orderly condition and under no circumstance shall dirt or cleaning be deemed normal wear and tear. Tenant shall be responsible for and shall leave the property in a clean and orderly condition.

**11. ALTERATIONS:** All repairs, alterations or additions to said premises made during the term of this Lease shall be and become the property of Landlord and Landlord shall be under no obligation to reimburse Tenant for any sums of money or time expended in making repairs; alterations or other remodeling of the interior or exterior of said premises. No alterations or additions shall be made to the premises, without the prior WRITTEN consent of the Landlord. Tenant agrees that the property is being rented in AS IS condition.

**12. KEYS:** Tenant shall not install, change or re key any locks on the premises without prior WRITTEN permission of the Landlord. If permission is given, Tenant shall immediately supply Landlord with keys to all such locks.

**13. KEY SURRENDER:** Tenant shall be responsible for rent up to the date the keys are turned in, through the 30-day notice or until the lease expires, whichever is later. Tenant shall return all keys and garage door openers to Landlord's office address.

**14. ACT OF GOD:** Should the above-described premises be destroyed or rendered uninhabitable through no act or fault of Tenant, either by fire, act of God, catastrophe, casualty or otherwise, then this Lease may be forthwith terminated by the Tenant or Landlord. Landlord shall not be liable for Tenants moving or releasing expenses.

**15. RESIDENTIAL PURPOSES:** It is expressly understood that Tenant's occupancy of said premises shall be for residential purposes only, and Tenant shall not operate or perform any business from or in the premises without the prior written consent of Landlord.

**16. PETS:** Tenant may not keep any pets on the premises except:

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Pets include, dogs, cats, mammals of any kind, birds, reptiles, and fish. Pets include temporary or visiting pets and visiting pets are not allowed at any time, nor shall pet sitting be allowed. If unauthorized or visiting Pets are found at the property, Tenant shall be subject to a \$500.00 fine per pet per incident. Such fine shall be payable immediately upon billing by Landlord.

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**17. PET CHARGES:** In the event pets are allowed as specified in paragraph 16, a pet charge/deposit in the amount of \$\_\_\_\_\_ per pet, (no more than \$300.00 per pet), shall be immediately due and payable. Additional pent rent owed for the above pets (per month) \$\_\_\_\_\_. The type and number of pets will not increase from what is stated herein without prior written permission from the Landlord. In the event pets are not permitted to live on the premises, Tenant shall not keep any pets on the premises at any time, to include overnight or as a favor for another person without the prior written permission of Landlord. Tenant shall be responsible for any and all damage done by pets to the property. Pet odor and pet stains SHALL NEVER BE CONSIDERED NORMAL WEAR AND TEAR. This type of damage shall always be the Tenant's responsibility and the cost to clean, repair or seal off such damage shall be charged back to the tenant.

## **18. EXTERIOR MAINTENANCE:**

a. Tenant agrees to maintain the exterior of the premises free and clear of all rubbish and to water, sow, weed, fertilize and generally care for all lawn, trees, shrubs or other landscaping or appurtenances presently on the property. This shall include but not be limited to: watering sufficiently to protect and keep grass, shrubs and trees properly growing; preventing infestation or growth of weed or volunteer trees and shrubs; not watering so as to damage siding or house; keeping ants, termites, mice and other rodents and other exterior pests under control and away from and out of the property. Tenant shall notify landlord if the gutters and down spouts are not clean and operational; Tenant shall also notify landlord if shrubs and trees need to be trimmed off of roofs, away from siding and trim. In the event Tenant does not so care for the exterior lawn and landscaping, after ten (10) days written notice by Landlord, the Landlord shall have the right to perform said care and add the cost of said care plus a \$50.00 default charge to the next month's rental. Failure to pay the full rental plus said lawn charge and default charge shall be considered a breach of this Lease. Landlord shall be under no duty to perform said care for the Tenant. Tenant shall remove snow and ice from sidewalks, and other portions of the Leased Premises, including, but not limited to any entryway(s), exterior walkway area(s), and paved driveway(s), within 24 hours. Sweeping and shoveling are required methods of snow and ice removal. If snow or ice still remains, calcium chloride but not salt (sodium chloride) may be used to melt any remaining ice or snow. Excess calcium chloride should be avoided to avoid killing landscaping or causing damage to surfaces. Any damages or injuries that result from a failure to remove ice or snow within 24 hours will result in Tenant indemnifying Landlord for damages and attorney fees. Landlord shall have no liability to Tenant for any damages or injuries to any guest or invitee of Tenant. Tenant assumes the risks of any known or unknown (latent) risks associated with the Leased Premises. If Tenant fails to remove snow and ice as required by this Lease, Landlord may cause, but is not required to cause, such ice and snow to be removed at Tenant's expense. In the event Landlord is required to undertake any yard **maintenance Landlord may charge such costs to Tenant. Tenant's failure to pay those costs upon receipt is grounds for eviction.**

b. When the property contains an automatic sprinkler system, its operation is considered a convenience for the Tenant. If the system is inoperable, the Tenant is still responsible for the care and maintenance of the lawn and shrubs and the Tenant shall maintain the same with proper watering. Repair of the system may or may not be deemed economical by Landlord. If the system is operational, the Tenant is responsible for the proper care and maintenance of the system which includes, but is not limited to, the replacement of broken heads, pipes, valves and all other components.

## **19. UTILITIES: TENANT SHALL PAY ALL GAS, PROPANE, WATER, ELECTRICITY, GARBAGE COLLECTION, CABLE TV AND ANY OTHER UTILITIES FOR THE PROPERTY.**

Tenant shall never have the utilities shut off - EVER.

a. Tenant shall place the utilities in Tenant's name effective the first day of this lease. Except for the following utilities \_\_\_\_\_

Utilities Not to be Placed in Tenants' Name but They Still Pay

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Failure to place utilities in Tenants name shall be a breach of this lease. In the event that utilities are shared between multiple other tenant(s) and Tenant in a building or apartment complex and are not separately metered or sub metered for the Leased Premises, Tenant agrees that Landlord shall have the discretion and ability to fairly allocate utilities to all similarly-situated tenants, including but not limited to allocating water/sewer charges by the number of persons occupying Tenant's Leased Premises divided by the total number of persons occupying the building, by square footage, by apparent usage, or by any other method as Landlord may deem most fair under the circumstances to ensure each tenant pays his or her fair share of utilities. Tenant agrees to pay Tenant's pro-rated share of the actual utility costs.

b. If no washer/dryer facilities are provided on premises, Tenant is NOT ALLOWED to have portable Washers or Dryers in their unit and must take care of laundry offsite.

c. During summer and fall and other times when bears are active, Tenant shall keep all trash indoors until the morning of garbage collection to avoid bears accessing dumpsters.

d. Tenant agrees that a copy of this Lease, at the option of Landlord, may be provided to any public or private utility company providing services to the property and the Landlord shall be entitled to receive notice of any delinquent billing or cut off notice from said utility company without the consent or prior notice to the Tenant. If for any reason Tenant has the utilities turned off, the Landlord can charge a reconnect fee of \$50.00 per utility plus any utility company charge. Failure to pay utilities when due shall be a breach of this lease. In the event that any governmental entity imposes a storm water fee/tax on the property, that fee/tax shall be the responsibility of the tenant.

e. Tenant is advised that some utility companies will not allow Tenant to place the utilities in the Tenants name and the Utility will bill the owner or Landlord for the same. In this event, Landlord will provide a copy of the utility bill to Tenant's portal and it is Tenant's responsibility to pay that bill to Landlord within 15 days of the date it is entered on the Tenant portal. If Tenant does not pay the bill within 15 days of, it shall be considered a default in this lease and all default provisions of this lease shall apply as well as the late charge provisions of this lease. You can and will be evicted for non- payment of Utilities.

f. SEPTIC FEES: For any properties with a septic system, to help the Owner offset septic system pumping and maintenance expenses, the Tenant will pay to Landlord the sum of \$  per month.  
Septic Fee

g. COMMON AREA FEES: For properties that have common area fees or common area expenses that benefit all residents, Tenant agrees to pay to Landlord the sum of \$  per month, or Tenant's actual pro rata share of such fees or expenses as Landlord may reasonably and fairly allocate to all similarly situated tenants.  
Common Area Fee

h. Tenant agrees to maintain sufficient heat in the Leased Premises to prevent the freezing of piped water, and to immediately notify Landlord in the event heat or other utilities fail in the Leased Premises. Tenant shall be charged for any damages resulting from Tenant's failure to maintain utility services to the Leased Premises or to notify Landlord of the failure of heat or other utilities, including but not limited to frozen pipes. A violation by Tenant of this Section shall be grounds for immediate eviction.

i. Tenant acknowledges that Tenant may pay a markup on 3rd party invoice such as a utility bill, or an admin fee which is greater than 2% of the total of \$10.

**20. UTILITY PROBLEMS:** Tenant agrees to neither hold nor attempt to hold Landlord liable for any injury or damage occasioned by defective electric wiring or by the breakage or stoppage of the plumbing or sewage upon said premises, whether such breaking or stoppage results from freezing or otherwise. Landlord shall not be liable for damages suffered by tenant due to appliance breakdown

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or malfunction. Landlord SHALL NOT BE LIABLE FOR LOSS OF FOOD DUE TO MALFUNCTION OR BREAKDOWN OF REFRIGERATORS OR FREEZERS OR UNDER ANY OTHER CIRCUMSTANCES.

**21. DEFAULT:** Tenant promises and agrees that if default be made in the payment of rents or in the performance of any other condition under this Lease, Tenant will immediately surrender and deliver up possession of the leased premises to the Landlord upon receiving written notice from the Landlord stating the breach of conditions of this lease. Such surrender shall not end Tenant's liability for all amounts which shall be or come due pursuant to the lease. **In the event of any dispute concerning this lease, the security deposit, enforcement of the lease or interpretation of the same, or a dispute about monies due, the prevailing party in such dispute shall be entitled to recover their reasonable attorney fees and costs. In the event of an action pursuant to C.R.S. 13-40-101 et seq., the prevailing party shall be entitled to recover its reasonable attorney fees.** Tenant authorizes both Landlord and Landlord's attorneys or collection agencies to pull and review credit bureau reports to effect collection of any monies due to Landlord.

**21A. LEASE BREAKING FEE:** In the event the Tenant fails to fulfill their Lease period, or defaults in any other condition of this lease, Tenant will be charged a \$500.00 lease breaking fee, in addition to any and all other charges and/or damages to which Landlord shall be entitled pursuant to this Lease.

**22. LANDLORD LIEN/ABANDONMENT:** If Tenant vacates the property during this lease or at the end of this lease and leaves personal property or other belongings in the premises, Tenant agrees and consents that Landlord may consider all of said property abandoned by Tenant and Tenant hereby authorizes Landlord to collect and dispose of said property any time after Landlord becomes aware of the abandonment. Tenant shall be responsible for all of Landlord's costs and expenses in collecting and disposing of said property and Tenant agrees that Landlord shall not be responsible for nor have any duty to sell or protect such property and that Landlord may, if they so elect, dispose of any such property as trash/garbage. Landlord shall have no duty to sell or attempt to sell any of such property.

**23. CARPET CLEANING:** Tenant shall have all carpets **PROFESSIONALLY STEAM CLEANED from a truck-mounted system**, to include all spot and stain removal and pet and/or other deodorizing, at the time Tenant vacates the property, or Tenant shall be responsible for the cost of such professional cleaning. Tenant must provide Landlord with a receipt indicating this work has been completed at such time keys are surrendered. Failure to provide such receipt within the time indicated will authorize Landlord to have the carpet professionally steam cleaned and all costs incurred for such cleaning shall be charged to Tenant. This clause is intended to prevent Tenant from doing the cleaning themselves. It is required that tenant hire a professional carpet cleaner to clean the carpets. Landlord shall be the sole judge as to whether the carpets have been cleaned thoroughly and reserves the right to have the carpets re cleaned at Tenant's expense.

**24. ACCEPTANCE OF PROPERTY:** Landlord shall assume the property is vacant, clean and otherwise in a re rentable condition on the date keys are turned in by Tenant. In the event this is not the case, Landlord shall not be deemed to have accepted possession until such time as the property is in a re rentable condition and Tenant shall continue to be liable for rent, utilities and all other charges until such time as the property is in a re rentable condition. Landlord shall be the sole judge in the determination of cleanliness and the need for repairs.

**25. BAD CHECKS OR PAYMENTS:** In the event Landlord receives a payment from the Tenant which is dishonored or for any reason is not accepted and cleared by Tenant's bank, Tenant shall be responsible for a \$50.00 bad payment charge which shall be payable immediately by Tenant. The monthly rental shall be considered in default until such time as the bad payment and fee are paid. In the event said payment and fee are not paid within the times set forth in Paragraph 2, late fees shall also be assessed. In the event Landlord

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receives ONE bad payment, all future rent and charges shall be payable in certified funds or guaranteed funds only. If Tenant is served a demand for compliance, all payments shall thereafter be by certified or guaranteed funds.

**26. WAIVER:** Failure of Landlord to insist in any one or more instances, upon strict compliance of any of the obligations, covenants and agreements herein contained or the failure of Landlord in any one or more instances to exercise any option, privilege or right herein contained shall in no way be construed as constituting a waiver of such default by the Landlord.

**27. RENEWALS:** Tenant shall be required to give Landlord **THIRTY (30) DAYS PRIOR WRITTEN NOTICE** that Tenant is vacating the property either at the end of the initial lease term or during any extension, month to month or otherwise. This lease runs from the first to the last day of each month, and the thirty-day notice does not give Tenant the right to terminate the lease during the middle of any given month, without Landlord's prior written consent.

**28. GENDER:** Wherever used herein, the singular shall include the plural and the use of gender shall be applicable to all genders.

**29. HEIRS:** This Lease Agreement shall bind and benefit alike the heirs and successors of the respective parties hereto and assigns of Landlord and Tenant (if written consent allowing assignment is given by Landlord prior to any assignment by Tenant).

**30. CONDITION REPORT:** Tenant acknowledges that he has reviewed the condition report done on the property. In the event Tenant does not object in writing to said report, within seven (7) working days of the date of the execution of this Lease, said report shall become final and shall be considered a part of this Lease. In the event Tenant files an objection to the condition report, a mutual inspection by the parties shall be scheduled within seven (7) working days to resolve any differences between the inspections. The Condition report is not a request for maintenance and if Tenant has a maintenance request that must be submitted to Landlord separately.

**31. DEPOSIT PURPOSE:** Tenant understands that the Security Deposit referred to here in above is to guarantee the condition of the property and performance of the lease and may not be used by Tenant to pay rent during the course of this lease.

**32. MILITARY ORDERS:** Landlord agrees to terminate this Lease in the event Tenant gives the Landlord thirty (30) days written notice showing that Tenant has received a PCS or permanent military job transfer (out of state only, PCS transfers in state shall not apply) and said notice is accompanied by a copy of Tenant's military orders showing said transfer. The lease shall be terminated at the end of the month following the month orders are provided to Landlord or such other date that the parties mutually agree. This clause shall not apply to TDY or other temporary military assignments or to temporary deployment, unless the TDY is for more than 90 days, nor shall it apply to a Tenant that is separating from the service, for whatever reason. In the event that there is more than one Tenant in the property this clause shall not apply unless all of the Tenants receive orders. By way of examples, (if husband, wife and children are the tenants and husband receives orders, the clause shall apply to allow termination. If husband and wife are both in the service and only husband or wife receives orders, the clause shall not apply. If two friends live in the property together and one receives orders, the clause does not apply.) These are examples but are not intended to cover all possibilities.

**33. INCOME DISCRIMINATION:** C.R.S. 24-34-502(1), prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program. This clause does not apply to a landlord with five or fewer single-family rental homes and no more than five total rental units including any single-family homes.

# LEASE SAMPLE

**34. PERSONAL INJURY:** Tenant agrees that Landlord and the Owner of the property, shall not be liable for any personal injury or bodily injury sustained by Tenant or Tenant's guests, for any bodily injury, any illness, or any environmental injury or illness which occurs on or is related to the property. This release of liability shall apply to all bodily and personal injuries or illnesses, regardless of cause, except for those caused by the GROSS NEGLIGENCE of Landlord and/or Owner. Tenant agrees, that in a proceeding before the court, to establish gross negligence by Landlord and/or Owner, resulting in bodily or personal injury or illness, **that clear and convincing evidence** of such gross negligence shall be required and Landlord and/or Owner, shall not be liable unless gross negligence is proven by **clear and convincing evidence rather than a preponderance of the evidence** as is normally required. TENANT IS ADVISED THAT BY SIGNING THIS LEASE, THEY ARE GIVING UP CERTAIN LEGAL RIGHTS. TENANT IS ADVISED THAT THEY HAVE A RIGHT TO OBTAIN LEGAL COUNSEL BEFORE SIGNING THIS LEASE.

**35. ENVIRONMENTAL CONDITION:** Tenant acknowledges that Landlord has made no representations as to the environmental condition of the property, which includes but is not limited to such things as radon gas, hazardous materials, asbestos, lead base paint, mold, fungi, algae or any other type of growth or environmental hazards. In the event any such environmental hazards shall be found or identified on the property, Landlord shall not be liable for any injury or damage sustained by Tenant due to or arising from such environmental hazard and Tenant specifically waives and releases Landlord from such liability, to include, but not be limited to any moving or relocation expenses incurred by Tenant. Tenant assumes and accepts the duty and liability of determining how much or how little Tenant needs or wishes to know or learn regarding such hazards and Tenant, by signing this lease, expressly accepts the condition of the property with respect to such items and agrees to hold Landlord, and its agents and servants harmless for any claim for damage or injury caused by such conditions. The burden of proof set out in the paragraph immediately above shall apply to this paragraph as well.

**36. RENTAL APPLICATION:** Misstatements or misrepresentations on the Rental Application, whether inadvertent or intentional shall be considered a breach of this lease, regardless of their materiality or seriousness, and shall give Landlord the right to terminate this lease. Any and all applications are hereby incorporated into this lease by reference and shall be considered a part of this lease.

**37. LEAD PAINT AND RADON:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Tenant acknowledges that they have received the Department of Public Health Brochure concerning Radon, pursuant to C.R.S. 25-11-114(2)(a).

**38. GIVE BACKS AND MOVE IN SPECIALS:** If you received move in specials, free or reduced rent, or any type of lease incentive, those are all conditioned on full performance of the lease. In the event Tenant breaches the lease, moves or terminates early, is evicted or terminates the lease for any reason prior to expiration of the full term of the lease, Tenant shall be fully responsible for repayment of all of the reductions or incentives that Tenant may have received.

**39. HAZARDOUS OBJECTS:** Tenant agrees not to add anything to the property which may be considered hazardous to themselves, neighbors, guests or invitees, to include, but not be limited to, trampolines, abandoned or inoperable cars, abandoned refrigerators, or portable or other above ground swimming pools.

**40. SEVERABILITY:** Should any provision of this lease be declared invalid or not be enforceable, the remaining provisions hereof shall remain in full force and effect.

**41. DRAFTING OF LEASE:** No clause or provision of this lease shall be construed against either party as the drafter of the same.

# LEASE SAMPLE

- 42. FORECLOSURE:** In the event the property goes into foreclosure, Landlord shall not be responsible for any of Tenants moving expenses or any other costs or expenses associated with Tenant moving from the property.
- 43. NO SMOKING:** Smoking is prohibited anywhere in the residence. Smoking is defined as inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, electronic delivery device, pipe, hookah, or any other lighted or heated tobacco or other plant product, including but not limited to marijuana, whether natural or synthetic, in any manner or in any form. Tenants shall be responsible for ensuring that family members, guests, invitees and anyone else on the property does not smoke in the residence. Damage caused by smoke shall not be considered normal wear and Tenant shall be responsible for the same. Smoke damage may also be caused by the burning of incense or other lighted objects and shall not be allowed in the property.
- 44. JURY TRIALS/WAIVER:** Tenant and Landlord agree that both parties waive the right to a jury trial on the issue of possession of the property.
- 45. EXTERMINATION OF PESTS:** Tenant agrees that at the time of execution of this lease that the property is free of rodents, pests, bugs, or other vermin. In the event Tenants property shall become infested with bugs, vermin, or any other pest, Landlord shall not be liable to replace, repair or clean any of such property. Tenant shall be responsible to prepare and make the property ready for extermination and/or treatment and failure to do so shall be a breach of this lease.
- 46. SMOKE DETECTORS/CARBON MONOXIDE DETECTORS:** Tenant acknowledges that the property is equipped with working smoke and carbon monoxide detectors at the time of execution of this lease. Tenant shall be solely responsible for checking and maintaining the batteries in these units and shall test the units at least monthly to insure they remain in proper operating condition.
- 47. MERGER/ORAL REPRESENTATION:** This written lease shall constitute the entire agreement of the parties. No oral or other representation shall be binding nor enforceable unless set out in this agreement.
- 48. MARIJUANA:** The parties agree, that it shall be a breach of this lease for Tenant to grow, cultivate or raise marijuana on or in the property or for Tenant to sell dispense or become a dispenser of marijuana, regardless of whether Tenant has or is licensed to do so and regardless of whether Tenant has been granted the right to supply or provide marijuana to persons in need of the same. The growing, cultivation, raising or dispensing of marijuana is a violation of this lease and will subject Tenant to eviction and or any other remedy available to Landlord pursuant to this lease. It shall also be a breach of this lease for tenant to use or smoke marijuana on the property even if Tenant has a prescription for its medical use or if tenant is legally registered for such use. Tenant shall be required to use or smoke medical and recreational marijuana off the premises and a violation of this shall subject Tenant to eviction and or any other remedy available to Landlord pursuant to this lease.
- 49. DEPOSIT TRANSFER & LEASE ASSIGNMENT:** Tenant grants Landlord the authority to transfer the security deposit to the owner or any subsequent owner of the property at any time, with or without notice to the tenant, and to assign this lease to a new owner or property manager with or without notice to the tenant.
- 50. AUTHORITY TO TERMINATE LEASE:** Landlord shall have the authority to terminate this lease if Code Violations are issued on the property that would require the residence to be vacant, in the event the property is not habitable as defined by Colorado Law and/or in the event repairs or violations cannot be corrected in the time frame allotted by the authority issuing the violations. In the event Landlord cannot make repairs in a reasonable time, or the time required by statute, Landlord may terminate the lease by giving tenant a 10-day demand for possession.
- 51. CRIME AND DRUG FREE HOUSING:**

# LEASE SAMPLE

a. Tenant, or any other person associated with Tenant shall not engage in any Criminal Activity on or about the Premises. Persons associated with Tenant include members of Tenant's household, guests of Tenant, or any other persons on or about the Premises because of or in connection with Tenant (collectively "other Persons"). Additionally, Tenant shall not engage in any Criminal Activity regardless of where such Criminal Activity occurs. Tenant and other Persons shall not permit the Premises to be used for or to facilitate Criminal Activity. The use of Marijuana is considered a criminal act whether for medical or recreational purposes. Tenant has an affirmative duty to abstain from any Criminal Activity and to prevent Criminal Activity by any other Persons. Tenant's affirmative duties include, but are not limited to, immediately notifying law enforcement when Tenant first learns of any Criminal Activity that constitutes a Substantial Violation agreed to in this Lease or at law (collectively "Substantial Violation"), and cooperating with law enforcement with respect to any Substantial Violation. For the purpose of this Lease, Criminal Activity also includes any activity or conduct that a reasonable person would conclude has the potential for escalating into or becoming Criminal Activity. Tenant's affirmative duty extends to being responsible for the conduct and actions of other Persons regardless of any culpability or knowledge on Tenant's part, and making all other Persons aware of Tenant's obligations, agreements, and duties under this Lease. Tenant's affirmative duties regarding other Persons extends to conduct occurring on or in the property. Because of Tenant's affirmative duties, Tenant agrees not to assert as a defense in any eviction action against Tenant based on violation of this Lease that Tenant did not know any other Person was in violation of this Lease.

b. Criminal Activity means any conduct set forth as criminal in this Lease and/or the violation of any criminal law and specifically includes, but is not limited to, any sex crime, sexual offender crime, stalking crime, physically harming oneself, crime that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another, or any discrimination against, intimidation or harassment of any person. Not limiting the broadest possible meaning as defined in this Lease or at law, Criminal Activity also means possession of drug paraphernalia, the manufacture, sale, distribution, use or possession of a controlled substance, as defined by Federal law, and also includes the manufacture, cultivation, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug or possession of drug paraphernalia is a misdemeanor or a felony and regardless of whether Tenant is charged or convicted of any activity defined in this Lease. Tenant and Landlord agree that any Criminal Activity as defined in this Lease or at law is an act that endangers the person and willfully and substantially endangers the property of Landlord, co-residents, and/or other Persons, and that such Criminal Activity constitutes a Substantial Violation under this Lease and/or at law.

c. Any violation of this Lease by Tenant is a Substantial Violation of the Lease and an incurable material breach of the Lease. Because Tenant and Landlord agree that a violation of this Lease is a Substantial Violation and an incurable breach of the Lease, Tenant waives any and all legal rights of any kind to claim or insist that Landlord must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the Premises. Upon any violation of this Lease by Tenant, Landlord may terminate Tenant's right to occupancy without terminating the Lease or Tenant's obligation to pay rent and damages as set forth in the Lease. Landlord's termination of Tenant's right to occupancy shall be effective with right of eviction upon ten days' notice to quit. Unless required by law, Landlord shall not be required to serve any other notices upon Tenant in order to terminate Tenant's right of possession. Proof of violation of this Lease shall be by a preponderance of the evidence, unless otherwise provided by law.

## **52. MOLD:**

TENANT AGREES to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, TENANT AGREES TO PERFORM THE FOLLOWING:

a. To keep the Premises free from dirt and debris that can harbor mold;

# LEASE SAMPLE

- b. To inspect the Premises regularly for the indications and sources of indoor moisture;
- c. To immediately report to management any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
- d. To not air-dry wet clothes indoors;
- e. To always utilize stove hood vents when cooking items that may cause steam;
- f. To always utilize the bathroom fan when showering/bathing and to notify management of any nonworking fan;
- g. To water plants outdoors;
- h. To notify management in writing of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
- i. TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;
- j. To clean upon first appearance, any mildew from condensation on window interiors, bathroom and kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
- k. TO REPORT TO MANAGEMENT IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH on surfaces inside the Premises;
- l. To allow management immediate entry to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present;
- m. To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit;
- n. To clean and dry any visible condensation moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home;
- o. To notify management of any problems with air-conditioning or heating systems that are discovered by Tenant;
- p. To maximize the circulation of air by keeping furniture away from walls and out of corners;
- q. WAIVER/TENANT FURTHER AGREES to indemnify and hold harmless LANDLORD and/or Owner and LANDLORD and/or Owner's management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney and court costs) and any liability whatsoever that LANDLORD and/or Owner and/or their management agents may sustain or incur as a result of Tenant's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Tenant or any other person living in, occupying, or using the Premises.

LEASE SAMPLE

# LEASE SAMPLE

**53. MAINTENANCE NOTICES AND REQUESTS:** Any maintenance request or any repair claim pursuant to the Colorado Warranty of Habitability Act may be mailed or hand-delivered to Landlord at the following address: P.O. BOX 4730 Woodland Park, CO 80863 , 513 E Golden Ave Cripple Creek, CO 80813 and may be emailed to the following email address: [PM@ynrhomes.com](mailto:PM@ynrhomes.com), or submitted through the online tenant portal at: [www.ynrrentals.com](http://www.ynrrentals.com).

**53. AVISOS Y SOLICITUDES DE MANTENIMIENTO:** Cualquier solicitud de mantenimiento o cualquier reclamo de reparación de conformidad con la ley de garantía de habitabilidad de Colorado puede enviarse por correo o entregarse personalmente al Arrendador a la siguiente dirección: P.O. BOX 4730 Woodland Park, CO 80863 , 513 E Golden Ave Cripple Creek, CO 80813, y la misma puede enviarse por correo electrónico a la siguiente dirección de correo electrónico: [PM@ynrhomes.com](mailto:PM@ynrhomes.com), o presentarse a través del portal en línea del inquilino en: [www.ynrrentals.com](http://www.ynrrentals.com).

**54. HABITABILITY RIGHT OF ENTRY:** In the event Tenant gives Landlord notice of a habitability repair issue; a bug or pest extermination issue; or a mold problem, Landlord and its vendors shall have the right to inspect and enter the property in emergencies without prior notice to Tenant and regardless of whether Tenant is present at the time.

**55. FAILURE TO PAY SUBSEQUENT DEMANDS:** In the event Tenant does not pay rent timely, Landlord may serve Tenant with a demand for compliance. In the event Tenant is late again, within the next 12 months of the service of the demand, at Landlord's election, Landlord may serve a demand for subsequent violation which is non curable and will allow Landlord to remove or evict Tenant from the property without terminating the lease.

**56. FAILURE TO ALLOW ACCESS:** It shall constitute a breach of this lease for Tenant to wrongfully refuse or allow access to the property, to Landlord or Landlord's vendors for the purpose of performing repairs or to inspect the property.

**57. VEHICLES:** Tenant shall not keep or park vehicles on the property which are unlicensed, untagged, or inoperable. Having such vehicles shall be a breach of this lease.

**58. HABITABILITY:** Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and that a landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing.

**59. MATERIALITY:** The parties agree that every clause and provision of this lease is material and necessary and enforceable by the parties.

ADDITIONAL PROVISIONS:

# LEASE SAMPLE

# LEASE SAMPLE

This lease has not been approved by the Colorado Real Estate Commission. The same was drafted by KENNETH E. DAVIDSON, attorney for Landlord.

By initialing below, you acknowledge and agree to the terms in Section 2.

X\_\_\_\_\_ X\_\_\_\_\_

X\_\_\_\_\_ X\_\_\_\_\_

### Section 3: Sign and Accept

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD Your Neighborhood Realty, Inc.  
Property Manager/Landlord

Lessee \_\_\_\_\_

Lessee \_\_\_\_\_

Lessee \_\_\_\_\_

Lessee \_\_\_\_\_

Lessor \_\_\_\_\_

# LEASE SAMPLE