

Property Management Services & Solutions  
700 McGraw Drive  
Fort Collins, CO 80526  
(970) 672-8550

**Lease**

This Lease made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Property Management Services & Solutions , Agent for Landlord, whose address is 700 McGraw Drive, Fort Collins, Colorado 80526 , phone (970) 672- 58550 , and

\_\_\_\_\_ the Resident(s) . The Landlord and Resident(s) agree that :

1. That Landlord has on this day leased to the Resident(s) the premises known and described as :

\_\_\_\_\_ in the city of Fort Collins, County of Larimer, State of Colorado to be occupied as a residency by said Resident(s) and no other persons upon the terms and conditions set forth in the Lease. The term of this Lease shall be from 12:00 Noon \_\_\_\_\_ to 12:00 Noon \_\_\_\_\_

2. A. Resident(s) shall give sixty ( 60 ) days written notice before the end of the Lease period of intent to remain or vacate the premises following completion of the lease period. Should Resident(s) fail to give sixty ( 60 ) days written notice of intent to remain or vacate the premises , all rights of the Resident(s) to possession of the premises following completion of the Lease term shall terminate, and Resident(s) shall forfeit all rights to their security damage deposit. Notwithstanding the fact

that

Resident(s) may have given sixty (60) days written notice of intent to remain or vacate the premises,

Resident(s)' rights to possession of the premises following completion of the Lease term shall be contingent upon execution of a new Lease agreement and in the absence of such new Lease agreement, Resident(s)' right to remain in the premises by the end of the Lease term, they shall be deemed Resident(s) from day-to-day and shall be obligated to pay the Landlord the sum of one hundred dollars ( \$100.00 ) per day as rent for each day they remain upon the premises following the completion of the Lease term. Resident(s) shall also be liable for any other expenses incurred by Landlord as a result of the Resident(s)' failure to vacate the premises by the end of the Lease term, including any payments to any new Resident(s) who has leased the premises but is unable to take possession.

B. If this Lease has no specific term ( month-to- month ) only, either party will give notice thirty ( 30 ) days before the end of any rental month before terminating the Lease. All notices must be in

writing. C. Any personal property left in the Leased premises after the Resident(s)' Lease expires or the

Resident(s) vacate the premises shall be deemed abandoned. Resident(s) agrees that the Landlord

shall not be liable in any way for any destruction, conversion, or disposition of any such personal property of the Resident(s).

3. The Resident(s) shall pay the Landlord a total of \_\_\_\_\_ as rent for the term stated, \$ \_\_\_\_\_ per month, payable in advance on the FIRST DAY of each month plus a service charge of one hundred dollars (\$100.00) for late payment after 5:00 PM on the second business day of each month when the rent is

considered delinquent. **Rent shall be accepted in one check only** . A \$10.00 fee will be assessed for each additional check received for processing during a one month period. A charge of one hundred ( \$100.00 ) dollars will be made to cover extra costs of handling any "non-sufficient funds" checks plus any additional bank fees assessed to our bank account. If a "non-sufficient funds" check is received, future payments from said Resident(s) must be made in cash or certified check to clear account.

The first month's prorated amount of rent, if any, is \_\_\_\_\_.

4. The premises ( are / are not ) fully furnished.  
Smoking is not allowed on the premises.

The following pets will be allowed \_\_\_\_\_ as per attached Pet Addendum.

Keys provided \_\_\_\_\_.

Number of children allowed \_\_\_\_\_.

5. The Resident(s) shall arrange prior to occupancy for billing to Resident(s)' address and his/her name and be responsible to pay for the following utilities, during the term of this Lease or any renewal of the Lease :

Water/Sewer\_\_\_\_\_ Gas\_\_\_\_\_ Electricity\_\_\_\_\_ Cable\_\_\_\_\_ Trash pick-up\_\_\_\_\_

Notice : A fifty dollar ( \$50.00 ) service charge will be assessed to the Resident(s) should Resident(s) fail to put utilities in his/her name prior to occupancy. Resident(s) agrees that all utilities specified above are the responsibility of the Resident(s) and will not hold the Landlord liable for any problems with the utilities

such as loss of water, sewer, gas, electric, telephone and cable.

6. A. The Resident(s) required security damage deposit is : \_\_\_\_\_ .

B. The Resident(s) has/have this day paid a security damage deposit of \_\_\_\_\_ to be held by Property Management Services & Solutions , 700 McGraw Drive, Fort Collins, Colorado 80526 . The Resident(s) agrees that the security deposit may be transferred upon the happening of certain events, e.g. the sale of the premises or the naming of a new property manager in place of agent.

The security deposit does not relieve Resident(s) of the obligation to pay all rent hereunder, including the last month's rent, and in no event shall Resident(s) set-off any rent against the security deposit. Any attempt by Resident(s) to set-off amounts due hereunder against the security deposit shall be a breach of this Lease and shall entitle Landlord to all of the rights and remedies set forth in paragraph 19 below.

C. Resident(s) security damage deposit shall be returned within sixty ( 60 ) days after the expiration or termination of this Lease or surrender and acceptance of the premises, less the cost of repairing any damage (except ordinary wear and tear) caused by the Resident(s) or anyone acting under Resident(s) control, the cost of cleaning the unit and any rent, utilities, attorney fees, or other charges due.

D. Resident(s) hereby agree to have all carpets on leased premises professionally steam cleaned by Property Management Services & Solutions' professional carpet cleaner or a professional carpet cleaning company with proof of receipt presented upon move-out.

7. The Resident(s) shall :

Pay all rents promptly when due to the Landlord at Property Management Services & Solutions, by mail or in person at 700 McGraw Drive, Fort Collins, Colorado 80526 .

Make no alterations, installations, repairs, redecorating ( including painting ) of any kind without first obtaining written permission from Landlord.

Keep the apartment/house/grounds in a clean and sanitary condition. Grounds maintenance, including lawn care shall be the responsibility of the Resident(s), unless otherwise specified. If the yard care shall be the responsibility of the Resident(s) , it is required that the yard receive weekly maintenance, including watering, mowing and trimming. If yard care is neglected by Resident(s), the Landlord may, without notice contract the yard care to be done at the expense of the Resident(s). Walks shall be kept free of hazardous objects, ice and snow at all times. If such responsibility is neglected by the Resident(s), fines imposed upon the property from the City of Fort Collins will be assessed to the Resident(s) for payment.

Refrain from acts or practices which create noise that disturbs neighbors.

Minor maintenance such as replacing accessible light bulbs and toilet plunging is the Resident(s)' responsibility.

Be responsible for liability, theft or accidents in their own unit unless caused by Landlord's negligence.

Give prompt notice of any maintenance to the Landlord at (970) 672-8550 . Failure to do so may or will result in resident charges .

8. The Landlord shall be responsible for the following maintenance duties during the term of this Lease :

Repairs to the exterior of the premises. Repairs to sewers, heating, all appliances, wiring and plumbing facilities.

Repairs to all common areas. Keep premises free from vermin and rodents when such conditions are known to exist. Resident(s) shall be responsible for any of the above items if they are made necessary by acts of the Resident(s) or the Resident(s)' guests.

9. The Landlord warrants the premises are in habitable conditions. If the building is destroyed and made untenable by fire or other causes, the Landlord or Resident(s) shall have the right to terminate this Lease and the Landlord shall return the Resident(s)' security deposit and the unused portion of any prepaid rents. Resident(s) will be responsible if the building is destroyed and made untenable by acts of the Resident(s) or guests.

10. The Landlord or the Landlords agent(s) shall have the right to enter the leased premises for the following purposes : inspecting the premises for damage or needed repairs only, without intruding into Resident(s) personal effects, making necessary repairs or improvements and exhibiting the premises to prospective Resident(s), purchasers or mortgagors. Such entry may be made after advance notice, stating time and purpose of entry. Entry may be made without prior notice if the Landlord or Agent reasonably believes that an emergency exists, such as fire or broken water pipes.

11. The Resident(s) may not assign or sublet the leased premises for any part of the term of this lease unless written consent of the Landlord is granted, which consent shall not be unreasonably withheld, and which shall not relieve the Resident(s) of further liability for rent or conditions of this Lease. Roommate shanges and additions are subject to a \$75.00 charge each. In the event all current Resident(s) move out, a new lease will be required of the new Resident(s) and a \$400.00 administrative fee will be charged to current Resident(s) for the transition to a new lease. Advertising costs involved in the sublease shall be the current Resident(s) responsibility.

12. All notices to quit and evictions shall be issued in conformity with the law of the State of Colorado .

13. In the event of any legal action regarding this lease, the losing party shall pay the prevailing party, reasonable attorneys fees and court costs to be fixed by the court wherein such judgement shall be issued.

14. The Resident(s) hereby agree any interest earned by funds held in trust shall be retained by the Landlord.

15. Resident(s) agree to accept the premises in their present condition except as stated in the move-in form.

16. A move-in inspection form shall be completed by Resident(s) within five (5) days of the date of occupancy and re-turned to the Landlord for verification and then made part of this lease.

17. It is hereby agreed that in the event it is necessary to cut off and stop heat, water, gas or electricity, on account of repairs, the Landlord or servicing utility company shall be at liberty to do so without rendering the Landlord liable to any damages or offset by reason thereof.

18. The Resident(s) shall not have the right to cancel the lease without consent of the Landlord. Resident(s) agrees that in the event Landlord retakes possession of the premises prior to the end of the lease term provided for herein, except after cancellation of the lease with the prior written consent of the Landlord, Landlord shall be entitled to the sum of \$500.00 as compensation for the time and effort which will be incurred by Landlord in attempting to release the premises.

19. If the Resident(s) fails to pay any rent installment when due or violates the lease or the rules and regulations, the Landlord may without terminating this lease, take possession of the premises and furnishings, and rent the same upon such terms and conditions as Landlord thinks best, making such repairs as may be required, giving credit to Resident(s) for the net rent proceeds actually received, less expenses for repairs and releasing. Resident(s) agrees that termination of his/her right to possession shall not terminate his/her obligation under this lease. In the event it becomes necessary for Landlord and/or Property Management Services & Solutions to prepare eviction papers, Resident(s) must pay \$150.00 document preparation fee along with incurred court costs in the eviction.

Only one copy of the lease agreement shall be provided, per residence. Additional copies will be available at \$5.00 per set.

The City of Fort Collins Occupancy Limits Disclosure is made a part to this lease . Resident(s) acknowledge receipt and requirement and agree to comply with this Occupancy Limits by the City.

20. There will be a \$150.00 fine, per occurrence, for any police calls to the property.

21. Additional \_\_\_\_\_

This lease and written notations upon it constitute the entire lease agreement between the Landlord and/or Agent, and the Resident(s).

PROPERTY MANAGEMENT SERVICES & SOLUTIONS

RESIDENT(S)

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_