

BOULDER MODEL LEASE

The Boulder model lease attempts to equally support the legal obligations and rights and responsibilities of landlords and tenants. It was created and reviewed by a committee representing multiple interests including landlords, tenants, attorneys, and others.

It is intended to be used in conjunction with the Landlord-Tenant Handbook, published by the Community Mediation and Resolution Center (bouldercolorado.gov/community-mediation-and-resolution-center). Throughout, sections of the Landlord-Tenant Handbook are indicated to guide users of the model lease to the corresponding sections.

Updated as of 4/26/24.

1. Parties

This lease agreement made on _____, 20____

for the rental of residential property is between:

Landlord Name (__ property owner or __ agent) Address, Phone Number and Email:

And

Tenant Name, Phone Number and Email:

Owner Name, phone number, address, and email: (optional, if not entered above):

2. Leased Premises

Landlord hereby leases to tenant(s) the premises described below:

(Street address, unit no., city, state, and zip code)

The premises shall also include:

(Specify furniture, parking space, storage space, etc., if any)

These items/areas shall be excluded from resident's use:

(Specify belongings or spaces not included for residents' use)

3. Term (Select Fixed Term or Month-to-month lease).

Fixed Term. The term of this lease shall be from _____ .m. o'clock _____ (date), 20____, to _____ .m. o'clock _____ (date), 20____.

No notice to terminate at the end of the fixed term is necessary unless otherwise agreed to in writing (see Landlord Tenant Handbook, "Types of Leases"). If a tenant remains in the property after expiration of the fixed lease term, with the permission of the landlord, tenant and landlord will continue to be bound by the terms and conditions of this lease on a month-to-month basis. The lease may then be terminated by either party after giving ____ days (specify number of days—must be at least 21) written notice prior to the end of the rental month.

Month-to-month. The term of this lease shall begin at _____ .m. o'clock (time) on _____, 20____ (month, date, year), and end at _____ .m. (time) o'clock on the last day of the same calendar month. Following this initial period, the term of this lease shall run from month to month beginning _____, 20____ (month, date, year), and will be automatically renewed for additional periods of one month thereafter until terminated by either party giving ____ days (specify number of days—must be at least 21) written notice prior to the end of the rental month. The rental month shall begin with the due date of the monthly rent.

4. Rent (see Landlord-Tenant Handbook, section Miscellaneous)

A. The first rental payment in the amount of \$_____ is due on _____, 20____. All other rental payments in the amount of \$_____ each, are due on the ____ day of each month, beginning _____, 20____.

B. Rent Payment Method. Payments will be made in the form of _____ (specify type of payment: check, electronic deposit, etc.) to _____ (name) at _____ (specify banking or electronic deposit information, mailing address, portal access, etc.).

C. Late Fees (see Landlord-Tenant Handbook, section: Landlord's Remedies for Late Payments). If payment of rent is received after _____ .m. o'clock (time) on the _____ day of the month (must be at least 7 calendar days after the due date) tenant shall incur the following late fees (check one):

___ per day _____ (amount)

___ a one-time fee _____ (amount)

D. Returned Payments. A charge of up to \$ _____ (amount) may be imposed for any resident's payment returned to landlord because of insufficient funds, whether the payment is for rent, security deposit, or other payment. Any returned payment charge shall be a reasonable estimate of the administrative costs incurred by the landlord.

5. Legal Notice and Communication (See Landlord-Tenant Handbook, section Communication and Documentation)

Any notice required by law to be sent by mail by the landlord or the tenant shall use the following addresses:

Resident's Physical Address: The premises

Other:

Landlord's Physical Address:

Notice to one tenant shall be considered notice to all residents.

6. Security Deposit (see Landlord-Tenant Handbook, section Security Deposit)

Tenant agrees to pay the landlord the sum of \$ _____ by _____ (date) in the form of _____ (method of payment) as a security deposit.

A. Under this section, any advance or deposit of money that is held by the landlord, whether termed last month's rent, damage deposit, or security deposit, will be subject to the payment of interest to the tenant. Simple interest per annum shall be paid within one month of termination of the lease or surrender and acceptance of the premises, whichever occurs last, on the full amount of the money held. The interest rate will be calculated in accordance with Boulder City Council Ordinance 7320 (Section 12-2-7, Boulder Revised Code 1981) which establishes interest rates each year. [[City of Boulder on Security Deposit Calculation Formula](#)]

B. Tenant may not use the security deposit in place of rent without the written permission of landlord.

C. It is the duty of tenant to return the premises, including any outside areas, yards or driveways required to be maintained by tenant under this lease, to their condition at the beginning of this lease, except for normal wear and tear.

D. Landlord shall return the security deposit to tenant within one month after termination of this lease or surrender and acceptance of the premises, whichever occurs last, unless a longer period of time for return of the deposit is specified here: _____ days (must not be more than 60 days). If actual cause exists for retaining any portion of the security deposit, landlord shall provide tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit and the difference between any sum deposited and the amount retained.

E. A landlord may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease, but landlord is still obligated to follow the state laws regarding security deposits. Colorado Revised Statutes, sections 38-12-101 through 38-12-105 and 1973, section 38-12-101 et seq.

7. Eviction/holding over (*see Landlord-Tenant Handbook, section Eviction and Eviction Prevention*)

A. Landlord may evict Tenant from the premises or undertake other legal action to regain possession for non-payment of rent, lease violation(s) or substantial lease violations.

B. Tenant shall continue to be liable for rent and be bound by the other provisions of this lease during the time tenant remains in possession of the leased premises even though landlord has chosen to seek eviction because of resident's breach of this lease.

C. If tenant is evicted or the premises are abandoned, landlord is required to make reasonable efforts to re-rent the property. Tenant will remain liable for any loss of rent for the remainder of their lease term

D. Eviction procedures, including notice requirements, must comply with Colorado law.

8. Occupancy and Guests (*See Landlord-Tenant Handbook, Miscellaneous*)

No more than ___ persons may reside in the leased premises.

Tenant shall not allow guests to stay in or on the premises for more than _____ days per month without written consent of landlord.

9. Use

Resident shall use the premises for residential purposes only unless otherwise agreed in writing and allowed by law. Tenant shall not engage in any illegal activities on the premises. No short-term rentals are allowed.

10. Utilities

Specify whether tenant or landlord is responsible for paying for the following utilities and services and what percentage of the bill is their responsibility. If not applicable enter NA.

- A. Water _____
- B. Sewer _____
- C. Electricity _____
- D. Gas _____
- E. Phone _____
- F. Internet/cable television _____
- G. Trash pick-up _____
- H. Other _____
- I. Other _____

Within 3 business days after the beginning of the lease term, tenant shall arrange for such utilities or services and for billing directly to tenant, unless otherwise agreed here:

The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

11. Privacy

Tenant shall permit landlord to enter the premises at reasonable times and upon reasonable notice of _____ (specify notice period) for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if landlord reasonably believes that an emergency exists, such as a fire or broken water pipe, or that the premises have been abandoned.

12. Assignment/subleasing/release *(See Landlord-Tenant Handbook, Subleases and Assignments)*

Tenant shall not assign this lease or sublet any portion of the leased premises for any part or all of the term of this lease without prior written consent of landlord. Landlord agrees to release tenant from this lease if tenant finds a replacement tenant acceptable to landlord, who will sign a new lease for the remaining term. Landlord shall exercise good faith and reasonableness in accepting a replacement tenant.

13. Noise and Nuisance

Resident agrees not to make any excessive or unreasonable noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

14. Rules and Regulations

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease and to any amended rules or regulations which tenant agrees to in writing.

15. Check-in/check-out sheet *(see Landlord-Tenant Handbook, Before Move In)*

___ A check-in/check-out sheet is attached to this lease and must be completed within 7 days of occupancy.

16. Furnishings

___ A separate inventory of the furnishings is attached to this lease and must be completed within 7 days of occupancy.

17. Maintenance and Repairs *(See Landlord-Tenant Handbook, Maintenance, Repairs, and Condition Issues)*

Tenant will maintain premises in a clean and sanitary manner and will return the property in as good a condition as when it was received, normal wear and tear excepted. The tenant will promptly notify landlord of any damage, defect or destruction of the premises or failure of any appliance or equipment.

A. Notification for Non-emergency Repairs: _____
(Specify how tenant should notify landlord for non-emergency repairs)

Notification for Emergency Repairs:

(Specify two methods of communication tenant should use to notify landlord in an emergency situation that if not immediately addressed will result in further damage to the property.)

B. Repairs. Landlord must use due diligence to respond promptly to request for repairs and is responsible for the costs of such repairs unless the damages were caused by the misuse, negligence or abuse of the tenant, members of the resident's household, or guests. Rental units must be in compliance with the Boulder Housing code.

Tenant shall pay reasonable charges for the repair of damage to the premises or common areas caused by the misuse, negligence or abuse of tenant, members of resident's household, or guests (excluding normal wear and tear). Excessive damage to the premises by tenant, members of resident's household, or guests will be grounds for landlord to evict tenant.

C. Alterations to the Premises. Tenant shall not make repairs or alterations without written consent of landlord. This includes cosmetic changes such as paint, flooring, installation of items that cause holes in the walls or ceilings, changing door locks or altering landscaping.

Optional: List any agreed upon repairs, alterations, or cosmetic changes at the time of signing of this lease and date to be completed by:

18. Warranty of Habitability *(See Landlord-Tenant Handbook, Rental Licensing, Boulder Revised Code, Repairs to Amenities, and Warranty of Habitability)*

When conditions beyond the control of the tenant cause the premises to become legally uninhabitable, the landlord must be notified and is responsible for remedying those conditions. If landlord does not do so in compliance with habitability laws, tenant may seek legal recourse.

19. Outside Maintenance

A. Tenant shall be responsible for the routine care and maintenance of the yard and outside areas as follows: (check all that apply):

Mowing lawn

Watering lawn, shrubs and trees

Removing weeds

Raking leaves

Removing snow and ice from:

 sidewalks and walkways

 driveways

 parking areas

Other _____

Other _____

The routine care and maintenance of items listed above but not checked shall be the responsibility of landlord.

B. Resident's obligation to perform any task set forth in paragraph 19.A. is subject to landlord supplying tenant with equipment appropriate to the task as follows (check all that apply):

Lawn mower

Hoses and sprinklers

Rake

Snow shovel

Other _____

21. Pets and Assistance Animals

A. No pets or animals are allowed in, on, or around the premises without prior written consent of landlord or except as a reasonable accommodation for people with disabilities as required by federal housing law. (see *Landlord-Tenant Handbook, Discrimination Protections*)

Types of Pets Allowed: _____

Refundable Pet Deposit: _____

Non-refundable Pet Rent: _____

22. Smoking (see *Landlord-Tenant Handbook, Other Lease Considerations*)

No smoking of any substance or burning of any substance shall be allowed without prior written consent of landlord.

Smoking Permitted (type and guidelines): _____

23. Parking

Parking shall be provided as follows: _____

24. Insurance

Landlord is not responsible for resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar causes. Tenant is strongly encouraged to obtain renter's insurance to insure their personal possessions or to insure against damage caused by resident's negligence or abuse.

Check if renters' insurance is required and proof of insurance is be provided to landlord.

25. Dispute Resolution *(See Landlord-Tenant Handbook, Best Practices and Conflict Resolution)*

In the event of a dispute, both landlord and tenant will make a good faith effort to communicate clearly to resolve the dispute. If unable to resolve the dispute independently, parties will seek mediation or arbitration before filing a court action.

25. Attorney's fees

In the event of any legal action concerning this lease that results in a ruling by the court, the prevailing party shall be entitled to reasonable attorney's fees and court costs from the other party, to be fixed by the court.

26. Liability

Resident will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of tenant or their guests. Landlord will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of landlord.

27. Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property. In the event of a foreclosure, this lease will be terminated.

28. Waiver

Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

29. Severability

If the laws that affect this lease are changed during the rental period, or any part of this lease is found to be illegal by a court, the rest of the lease remains valid.

30. Joint and Several Liability *(see Landlord-Tenant Handbook, Other Lease Considerations)*

If this lease is signed by more than one tenant, then the liability of the persons signing shall be joint and several, meaning each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between landlord and tenant.

31. Signatures/amendment of lease

This lease contains the entire agreement of the parties but may be altered or amended by mutual written agreement signed by all parties.

Landlord Name

Landlord Signature

Date

Tenant Name

Tenant Signature

Date