

Rental Contract

This Rental Contract (hereinafter known as Contract), entered into the date below is by and between XXXX (hereinafter known as Lessor) and XXXX (hereinafter known as Lessee). The Lessor agrees to let to the Lessee and the Lessee agrees to rent the house located at XXXX (hereinafter known as the Premises) from XXXX to XXXX, at a rental rate of \$XXXX a month. The Lessor and Lessee agree to the following Terms and Conditions:

- 1. Security Deposit and Rent.** The Lessee must provide to the Lessor a \$XXXX security deposit and \$XXXX first month's rent with the signing of the Contract. This deposit will be held by the Lessor to cover any damages, fees, or other costs. The Lessor will return the security deposit within one month of the end of the Contract, minus any amounts to cover any damages, fees, or other costs. In the event that the security deposit is not enough to cover any charges, the Lessee is required to remit that amount within 10 days of receipt of a statement from the Lessor. Lessee will provide the Lessor a forwarding address prior to vacating the Premises.
- 2. Rental Payment.** The Lessor agrees that the monthly rental shall not increase during the lifetime of this Contract. Rental payments must be paid on or before the 1st day of each month. Rental payment (including any related fees or payments) must be provided to the Lessor via electronic deposit to the Lessor's bank. Details will be provided to the Lessee on the rental payment deposit process.
- 3. Late Payment.** In addition to the monthly rental payment, the Lessee is liable for additional fees as follows: (a) Lessor has established a five-day grace period for late payment of rent and/or fee; and (b) payment not received by the due date agreed to above plus the five-day grace period, shall be considered delinquent and Lessee will be obligated to pay a late fee of five dollars each and every day beyond the grace period that the rent is delinquent.
- 4. Rental Insurance.** The Lessor does not maintain insurance to cover personal property or personal injury to Lessee, their guests or occupants. The Lessee is required to obtain rental insurance in the amount of \$100,000 liability and \$30,000 property damage from whatever cause to persons or property of those on the Premises. The Lessee shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the duration of the Contract. The Lessee is responsible to obtain this insurance prior to occupying the Premises.
- 5. Use of the Premises.** The Lessee has full access to all aspects of the Premises, except the following designated storage areas during the duration of the Contract: XXXX.
- 6. Furnishings.** The Lessor is providing the Lessee a fully furnished house for the duration of the Contract. The furnishings must be returned to the Lessor in the condition they were provided to the Lessee at the beginning of the Contract at either the termination of this Contract or earlier if requested by the Lessor. Any damages to the house furnishing are

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the responsibility of the Lessee. The Lessee is required to remit any furnishing damages within 10 days of receipt of a furnishing damages statement from the Lessor.

7. **Occupants and Guests.** For the period of this Contract, the occupants of the Premises will be XXXX. Prior to inviting a guest to stay at the Premises beyond one day, the Lessee must contact the Lessor, and get agreement on the nature and duration of the guest's stay in the Premises. Without this prior approval, the Lessor has the full right to ask the guest to leave the Premises, and the Lessee must ensure that the guest leaves. No guests can stay beyond seven cumulative days.
8. **Parking.** Off-Street parking is provided.
9. **Assignability or Subletting.** Lessee shall not assign or sublease any interest related to or included in the Premises without the prior written consent of Lessor.
10. **Utilities.** Utilities are included in the rental payment. (gas, electricity, water/sewer, cable TV, and internet). These utility services are provided without the Lessor's guarantee. If any of these services are interrupted, the Lessor cannot guarantee their immediate resumptions, but will work with the Lessee and respective service providers to recover the interrupted services. Boulder has graduated pricing for utilities (i.e., the more you use, the higher the rate). Excessive utilities use can result in significant bill increases. The Lessee will practice reasonable utilities conservation. If utilities costs increase more than 10 percent during a month over the past two-year average for that month, the Lessor has the right to request that cost increase from the Lessee after fully documenting the increase, and the Lessee will be required to pay that amount within 10 days of receiving that analysis from the Lessor.
11. **Keys.** Two sets of keys will be provided to the Lessee that must be returned to Lessor at the termination of the Contract. There will be a \$25 fee for each non-returned key.
12. **Smoking.** Smoking is prohibited in or around the Premises.
13. **Pets.** Pets are not allowed at any time.
14. **Ordinances and Statutes.** Lessee shall comply with all Statues and Ordinances and requirements of all municipal, county, state, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Premises.
15. **Damages, Repairs, and Alterations.** Lessee shall be responsible for paying for any and all damages beyond normal wear and tear incurred to the Premises during the duration of this Contract. That includes any damages done by Lessee, family members, invitees, and guests. Lessee shall not make alterations, additions, or improvements to the Premises without the written consent of Lessor (e.g., paint, wallpaper, attach any item to the walls or otherwise redecorate, internal or external). The Lessee shall pay for all alterations,

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additions, or improvements made to the Premises and become the property of Lessor and shall remain with the Premises upon the termination of this Contract.

16. **Upkeep of the Premises.** Lessee shall keep and maintain the Premises in a clean and sanitary condition at all times. Lessor shall be responsible for maintaining the premises in good repair, including roof, windows, driveways, walkways, siding, electrical and plumbing fixtures, air-conditioner, dishwasher, clothes dryer and washing machine, stove, refrigerator, and all attached fixtures. In the event there is a physical problem or equipment malfunction, Lessee will contact Lessor. The Lessor will provide for basic landscaping services. The Lessee will be responsible for snow removal.
17. **Checklist When Vacating the Premises.** Upon termination of Contract for any reason, the Lessee shall surrender the Premises to the Lessor in as good condition as when received at the beginning of the Contract. The Lessee must complete the enclosed checklist before vacating the Premises.
18. **Dangerous Materials.** The Lessee shall at no time store or have on the Premises any article or items that would be considered hazardous by an insurance company without prior written consent of the Lessor and with Lessee written proof of adequate insurance protection to Lessor. Dangerous materials include illegal drugs.
19. **Access to Premises.** Lessor reserves the right to enter the Premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised Premises. Lessee hereby grants permission to Lessor to show the Premises to prospective purchasers, mortgagers, tenants, workmen, or contractors at reasonable hours of the day.
20. **Contract Default.** Subject to any governing provision of law to the contrary, should Lessee fail to fulfill any term or condition set forth in the Contract the Lessee shall be deemed in default of the Contract. Lessor shall notify Lessee with written notice of said default. Upon receipt of said written notice, Lessee then has fifteen days in which to fulfill Lessee obligation for any and all areas of default. In the event Lessee fails to fulfill said obligation, the Lessor may then take full possession of the Premises without further notice and without nullifying Lessor right to damages, and the Lessee must leave the Premises along with all their belongs immediately. In the alternative, the Lessor may elect to remedy any such default. The cost of remediation shall then be added to Lessee financial obligations as set forth by the Contract. Lessee shall pay all costs, damages and expenses suffered by the Lessor by reason of Lessee default. All sums of money and/or charges required to be paid by Lessee as set forth by the Contract shall be considered additional rent, whether or not such sums or charges are designated as "Additional Rent."
21. **Attorney Fees.** If the Lessor has to take legal action against the Lessee to recover rent or other moneys due under this Contract or by reason of breach of any covenant herein contained or for the recovery of the possession of said Premises, or to compel the performance of anything agreed to be done or followed herein this Contract, or to recover

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for damages to said property, or to enjoin any act contrary to the provisions hereof; the Lessee will pay all costs in connection therewith, including, but not by way of limitation, reasonable attorney's and court costs.

22. **Destruction or Condemnation of Premises.** If the Premises are partially destroyed in a manner that prevents Lessee use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days following the occurrence of said destruction and if the cost of repair is less than one-hundred dollars (\$100), Lessor shall repair said Premises and monthly rental payments shall abate during said period of repair. If said damage is not repairable in sixty days or if the cost of repair is one-hundred dollars (\$100) or more, or if Lessor are prevented from repairing the damage by forces beyond Lessor control, or should property be condemned, this Contract shall terminate within a twenty day's notice of such. Provided, that if Lessee are unable to live in the Premises with reasonable comfort, quiet, and security against intruders while Premises are in need of repairs or are undergoing repairs, Lessee may, at Lessee's option, terminate this Contract, with no penalty, by providing one month's written notice to Lessor.

23. **Termination of Contract.** The Lessee or Lessor may terminate this Contract with a 30 day written notice. The Lessee will be assessed a \$XXXX buyout fee to prematurely terminate the Contract. At the full discretion of the Lessor, the Lessor may provide the Lessee with a full or partial rebate of this buyout fee if the Lessee is able to re-rent the Premises within 30 days of the Contract termination.

24. **Contact Information.** The Lessee is required to provide the Lessor with contact information and keep that information current.

- a. XXXX Cell: XXXX
- b. XXXX Email: XXXX
- c. Emergency Contact Information:

Name: _____

Relationship: _____

Phone: _____

Email: _____

By signing our names to this Contract, we hereby agree to all the terms and conditions of this Contract.

Signed and dated this _____ day of _____ (month and year).

Lessor Signature: _____

Lessor Printed Name: XXXX

Lessee Signature(s): _____

Lessee Printed Name(s): XXXXX

Checklist for Vacating the Premises

As specified in this Contract, the Lessee must complete the following checklist before vacating the Premises. Accomplishing this checklist, will maximize the Lessee's security deposit refund:

1. **Lessee Property.** All Lessee property must be removed from the Premises.
2. **General Premises Cleanliness.** All areas used by the Lessee must be thoroughly clean and sanitized, including all floors, windows, wall areas, switches and covers, doors and frames, and handrails.
3. **Kitchen.** All dishes used by the Lessee must be clean and returned to cabinets. Dishwasher must be empty. All small appliances must be thoroughly cleaned and stored. All Lessee food items must be removed from refrigerator, cabinets, and pantry.
4. **Bathrooms.** All bathrooms used by the Lessee must be thoroughly clean and sanitized.
5. **Lights.** All light bulbs used by the Lessee are working. If not, replaced.
6. **Carpets.** If carpets are dirty beyond normal wear or beyond provided to the Lessee (based on Lessor's judgment), they must be professionally cleaned. Lessor will require a paid receipt showing the work professionally performed prior to move-out. Equipment rentals and "do-it-yourself" jobs are not acceptable.
7. **Laundry Area.** Must be thoroughly cleaned and sanitized.
8. **Trash.** All trash generated by the Lessee must be removed from the Premises. Lessee cannot leave trash or recycle bins more than 50% full.
9. **Cleaners.** Lessee must use non-toxic and non-abrasive cleaners.

Time. It takes two people approximately 6-7 hours of hard work to thoroughly accomplish this checklist. Be sure to plan and schedule ahead, so that the Premises will be ready on the last day of your lease. There is no "grace period" for move out or cleaning. Following the guidelines above will return the Premises to the condition it was provided to you at the beginning of the lease period.

Cleaning Rate. If any of these items are not accomplished, the Lessee will be charged \$50 per hour to accomplish them.