

## **STANDARD RESIDENTIAL LEASE**

This Lease Agreement (this "Lease") is made effective as of \_\_\_\_\_ by and between Til Luchau & Loretta Carridan Luchau ("Landlords"), and \_\_\_\_\_ ("Tenants").  
The parties agree as follows:

**PREMISES.** Landlords, in consideration of the lease payments provided in this Lease, leases to Tenant 2 bedrooms (the "Premises") located at 3514 Nyland Way, Lafayette, Colorado 80026.

**OCCUPANTS.** The Premises may not be occupied by more than 1 person(s), consisting of 1 adult(s) and 0 child(ren), unless the prior written consent of the Landlords are obtained.

**TERM.** The lease term will begin on \_\_\_\_\_ and will terminate on July 31<sup>st</sup> 2022.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of one year per renewal term, unless either party gives written notice of the termination no later than 60 days prior to the end of the term or renewal term (by June 1 of each year). The lease terms during any such renewal term shall be the same as those contained in this Lease.

**LEASE PAYMENTS.** Tenants shall pay to Landlords a payment of \$850 per month, payable upon signing of this lease, for the term above.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenants shall pay to Landlords, in trust, a security deposit of \$850 to be held and disbursed towards Tenants damages or cleaning (if any) of the Premises or contents as provided by law. Tenants may not elect to substitute this deposit for any portion of lease payments or late fees. Landlords will return security deposit or balance within 2 weeks of move-out inspection or when any repairs are completed, whichever is later.

**POSSESSION.** Tenants shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlords on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**ACCESS BY LANDLORDS TO PREMISES.** Landlords shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers.

**UTILITIES AND SERVICES.** Landlords shall be responsible for the following utilities and services in connection with the Premises:

- gas and electricity; water and sewer
- parking for 1 vehicle (at HOA cost in effect at lease date)
- Cohousing Association dues
- wireless internet (within provisions of neighborhood coop)

Tenants shall be responsible for the following utilities and services in connection with the Premises:

- own telephone service
- parking cost for any additional vehicle(s) or charges above HOA cost in effect at lease date)

Tenants acknowledges that Landlords have fully explained to Tenants the utility rates, charges and services for which Tenants will be required to pay, other than those to be paid directly to the utility company furnishing the service.

**PROPERTY INSURANCE.** Landlords and Tenants shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**DANGEROUS MATERIALS.** Tenants shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlords are obtained and proof of adequate insurance protection is provided by Tenants to Landlords.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed in a manner that prevents the conducting of Tenants' use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$500.00, Landlords shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$500.00 or more, or if Landlords are prevented from repairing the damage by forces beyond Landlords' control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. If the Premises are damaged or destroyed and such damage or destruction has not been caused by Tenants, Tenants shall have such rights to vacate as may be provided by law.

**DEFAULTS.** Tenants shall be in default of this Lease, if Tenants fails to fulfill any lease obligation or term by which Tenants is bound. Subject to any governing provisions of law to the contrary, if Tenants fails to cure any financial obligation within 10 days (or any other obligation within 10 days) after written notice of such default is provided by Landlords to Tenants, Landlords may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlords' rights to damages. In the alternative, Landlords may elect to cure any default and the cost of such action shall be added to Tenants' financial obligations under this Lease. Tenants shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlords by reason of Tenants' defaults. All sums of money or charges required to be paid by Tenants under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

**HABITABILITY.** Tenants have inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenants), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenants' opinion, the habitability and rental value of the Premises are adversely affected, Tenants shall promptly provide reasonable notice to Landlords.

**PETS.** No pets shall be allowed on the Premises (other than Landlord's cat, at discretion of tenant).

**ASSIGNABILITY/SUBLETTING.** Tenants may not assign or sublease any interest in the Premises without the prior written consent of Landlords, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORDS:

Name: Til Luchau & Loretta Carridan Luchau  
Address: 3514 Nyland Way, Lafayette, CO 80026

TENANT:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_, \_\_\_\_\_

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlords, with respect to the Premises.

**ADDITIONAL PROVISIONS:**

- a. “As required by the Declaration of Covenants, Conditions, and Restrictions to the Nyland a. Tenant agrees to fulfill all obligations of Nyland residency:
  - i. Current participation expectations as described on Nyland website (as of the date of this lease described at [www.nylandcohousing.org/node/22](http://www.nylandcohousing.org/node/22) and [www.nylandcohousing.org/node/43](http://www.nylandcohousing.org/node/43), though these links may change); OR, a monthly monetary donation to Nyland Cohousing Association equal to the minimum wage equivalent of participation hours not fulfilled.
  - ii. “As required by the Declaration of Covenants, Conditions, and Restrictions to the Nyland Subdivision, this lease is subject to the terms of the terms and declarations of said Declaration, the Bylaws of the Association and the Articles of Incorporation, and the Rules and Regulations of the Association; and the ‘Failure of the lessee or renter to comply with the terms of Declaration or Bylaws of the Association, Articles of Incorporation, or the Rules and Regulations of the Association shall constitute a default and such default shall be enforceable by either the Board of Directors, the lessor, or both of them.’”
- b. Tenant agrees to keep noise and odors to a minimum. Not use synthetic scents, no smoking indoors; use only eco-friendly, low-odor cleaning products; and, to keep outside of premises clean and free from storage or trash.
- c. With Landlords’ written consent, Tenant may shorten or extend the term of lease by finding a replacement tenant acceptable to Landlords. Tenant is responsible for all costs associated with finding a replacement tenant, including but not limited to advertising, any rental agency fees, and any Landlord time or expenses associated with re-rental.

LANDLORDS:

\_\_\_\_\_  
Til Luchau & Loretta Carridan Luchau

TENANT:

\_\_\_\_\_