VISTA REALTY
WE SEE BEYOND TOMORROW
6909 S. HOLLY CIRCLE, SUITE 133 • CENTENNIAL, CO 80112
Business: (303) 471-4885 / Direct: (303) 471-4886 / Fax: (303) 327-7214

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM:
_____

hereinafter referred to as Tenant, the sum of $_____ DOLLARS, evidenced by _____as a deposit which, upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	BALANCE RECEIVED:	BALANCE OWING PRIOR TO OCCUPANCY:
Rent for the period from _____to_____	$ _____	$ _____
Security Deposit (Not applicable towards rent)	$ _____	$ _____
Pet Fee (Non-Refundable)	$ _____	$ _____
Application Fee (s)	$ _____	$ _____
Other _____	$ _____	$ _____
Totals:	$ _____	$ _____

In the event that this agreement is not accepted by the Owner or his authorized agent, within _____ days, the total deposit received shall be refunded. Tenant hereby offers to rent from the Owner the premises situated in the City of _____, County of _____, State of _____, described as _____ consisting of _____, upon the following TERMS and CONDITIONS:

TERM: The term hereof shall commence on _____, and continue (check one of the two Following alternatives):

until _____ for a total rent of $ _____ (_____ dollars).

on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party _____ days written notice delivered by certified mail.

RENT: Rent shall be $ _____ per month, payable in advance, upon the _____ day of each calendar month to Owner or his authorized agent, at the following address.

_____

or at such other places as may be designated by Owner from time to time. In the event rent is not paid within five (5) days after due date, Tenant agrees to pay a late charge of $_____ plus interest at _____% per annum on the delinquent amount. Tenant agrees further to pay $_____ for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent unpaid on the second day of the rental period. Any unpaid balances remaining after termination of occupancy are subject to 1 ½% interest per month of the maximum rate allowed by law.

MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except:

_____

which shall be paid by Owner.

USE: The premises shall be used exclusively as a residence for no more than _____persons. Guests staying more than a total of _____days in a calendar year will be considered occupants.

PETS: No pets shall be brought on the premises without the consent of the Owner.

HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. In the event Owner has reasonable grounds to believe that Tenant is conducting any activity, which could be construed as a breach of the peace or public nuisance. Owner may, upon twenty-four hours notice, terminate this lease.

Tenant _____ Owner _____

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

INVENTORY: Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.

DAMAGES TO PREMISES: If the premises are so damaged by fire or from any other cause as to render them un-tenantable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees, then Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenants reasonable use of the premises.

ENTRY AND INSPECTION: Owner shall have the right to enter the premises: (a) in case of a emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgages, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without, not less than 24 hours prior notice to Tenant. Entry may be made upon reasonable notice to Tenant under the circumstances

INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the reckless Owner.

POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or void-able, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within _____
days of the commencement of term hereof.

DEFAULT: If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease. Including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonable avoided.

SECURITY: The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Any balance of the security deposit shall be returned within sixty- (60) days of termination along with Owner's accounting for the use thereof.

ATTORNEY'S FEES: In any legal action brought by either party to enforce the terms hereof of relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Tenant _____ Owner _____

WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.
NOTICES: Any notice which either party may give, or is required to give, may be given by mailing the same, postage prepaid to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time.
HOLDING OVER: Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail.
TIME: Time is of the essence of this agreement.

ADDITIONAL TERMS AND CONDITIONS are set forth on page four.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof:

The undersigned Tenant hereby acknowledges receipt of copy hereof.

OWNER _____ DATE _____
Or Agent of the Owner or Designatee

TENANT_____DATE_____

TENANT_____ DATE _____