

  
**RIVERBEND CABINS**

Tenant Name: \_\_\_\_\_ Cabin # \_\_\_\_\_

Phone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Lease Term: \_\_\_\_\_ Months

Landlord acknowledges the receipt of \$ \_\_\_\_\_ for the first month's rent and last month's rent \$ \_\_\_\_\_ totaling \$ \_\_\_\_\_ on the date of \_\_\_\_\_.

Landlord acknowledges receipt of \$ \_\_\_\_\_ for security deposit on this date \_\_\_\_\_.

Tenant agrees to pay a total deposit of \$ \_\_\_\_\_ by the date of: \_\_\_\_\_

**Additional Notes:**

**RESIDENTIAL LEASE**

This Lease Agreement ("Lease") is dated \_\_\_\_\_, by and between Riverbend Gulch, LLC ("Landlord"), and \_\_\_\_\_ ("Tenant"). Subject to the terms and conditions stated below the parties agree as follows:

1. **PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a one-bedroom plus loft with one bath apartment (the "Premises")

2. located at \_\_\_\_\_ Riverbend Trail, Steamboat Springs, Colorado 80487, to be used as a private residence. No other portion of the building (hereinafter, the Building), wherein the Premises is located is included unless expressly provided for in this Lease.

**2. TERM.** The lease term will begin at noon on \_\_\_\_\_ ("Commencement Date") and will terminate at noon on \_\_\_\_\_, and thereafter shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

**3. MANAGEMENT.** The Tenant is hereby notified that Reed Stephenson is the property manager ("Manager") in charge of the Premises. Should the tenant have any issues or concerns the Tenant may contact Manager at 1180 Redwoods Dr., Steamboat Springs, Colorado 80487, 970-846-9340, reeds1180@gmail.com.

**4. RENT/LEASE PAYMENTS.** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Lease, except the Security Deposit.

(a) At the time of signing this Lease, Tenant shall pay to Landlord the first and last month's rent. Last month's rent to be held and disbursed during the last month of Tenant's lease term.

(b) Beginning in month two, Tenant shall pay to Landlord lease payments of \$ \_\_\_\_\_, payable in advance on the first day of each calendar month, and delinquent on day three.

(c) Lease payments shall be made to Landlord at the address of Landlord noted in the Notices provision of this Lease, which may be changed from time to time by Landlord.

(d) Rent shall be paid by the following method(s): Cash, Personal Check, Money Order, Cashier's Check

**5. SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$ \_\_\_\_\_ to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

If at any time during the term of this lease, the Tenant shall be in default in the performance of any of the provisions of this lease, the Landlord shall have the right to use said deposit or so much thereof as may be necessary in payment of any rent in default as aforesaid and in payment of any damages sustained by Landlord on the premises and in payment for any cleaning that must be done if the differences between the amount of the deposit retained and the actual damage or loss of rent sustained by Landlord.

Provided Tenant is not in default in any of the provisions of this lease and provided that there is no damage to the premises except ordinary wear and provided premises are left clean, Tenants' deposit is to be refunded without interest within sixty (60) days after the termination of the lease or surrender and acceptance of the premises, whichever occurs last.

**6. LATE PAYMENTS.** For each payment that is not paid by 5:00 PM on the 5<sup>th</sup> day of the month, Tenant shall pay a late fee of \$50.00 plus \$10.00 per day, beginning on the sixth day of the month.

It is agreed that if the Tenant be in arrears in the payment of any installment of rent or any portion thereof, which default shall be uncorrected for a period of three (3) days after the Landlord has given written notice thereof, Landlord, may, at his option without liability for trespass or for damages, enter into and upon said premises or a portion thereof, declare the terms of this lease ended; repossess the said premises as of the Landlord's former estate; peacefully expel and remove the Tenant, those claiming under him, or any person or persons occupying the same and their effects; all without prejudice to any other remedies available to the Landlord for arrears of rent or breach of covenant.

**7. POSSESSION.** Tenant shall be entitled to possession at noon on the first day of the term of this Lease, and shall yield possession to Landlord at noon on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**8. USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a full-time residential dwelling unit, as such Tenant agrees:

- (a) **No retail, commercial or professional use of the Premises is allowed.**
- (b) To notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.
- (c) To respect neighbors and their quiet enjoyment of the property and not to disturb, harass, or annoy neighbors or create a nuisance. Not to commit, permit, or suffer any objectionable or disorderly conduct, noise or other nuisance whatsoever about the premises on the part of Tenant or on the part of the members of his/her family or guests, or commit, permit, or suffer anything to be done by any of them that will disturb or interfere with the rights, comforts or conveniences of other tenants.
- (d) To keep all sidewalks and paths to the Premises free and clear of all ice and

snow, and to keep the Premises in a clean and sanitary condition as required by the ordinances of the City and County in which the property is situated. Tenant shall be responsible for any damages caused as a result of freezing pipes should this occur as a result of Tenant's failure to maintain heat in his/her unit.

(e) Not to keep or store ANY ITEMS (including garbage bags and bins, hammocks and typical indoor furniture, i.e. chairs and couches) on the outside of said premises or on the covered porch, nor to allow any dirt, filth, waste or any inflammable or dangerous material or object to be placed or accumulate outside or on the covered porch. **USE OF GRILLS ON THE PORCH IS STRICTLY PROHIBITED.** Landlord must approve of all patio furniture prior to its placement on porch.

(f) When using common areas, to keep those areas in good, clean, sanitary condition and appearance, free from dirt, filth, waste or any inflammable or dangerous material (**i.e. fire pits, fireworks and firearms**), also free from objectionable odors and not to obstruct, place or permit to be placed any dirt, rubbish, article or other thing that may compromise another Tenants' use of those areas, and to leave such areas in as good condition as they were prior to use. **Any creation or use of the afore mentioned fire pits, fireworks or firearms on the property will result in the immediate eviction of Tenant. Subsequent legal action may also be taken.**

(g) To use Premises for no purpose prohibited by the laws of the United States, of the State of Colorado or the ordinances of the City or Town in which the property is located.

(h) To comply with all police, fire and sanitary regulations imposed by any municipal state and federal authority whether now in force or hereinafter enacted.

(i) To use the premises for no improper or questionable purposes whatsoever; nor to make any additions, alterations or repairs in or about the units or any of the common areas.

(j) Not to install any aeriials, antennas or wiring, or to connect to any existing antennas or wiring without first obtaining the written consent of the Landlord.

(k) **The Premises are Drug and Crime Free** (See Section 14) \_\_\_\_\_

(l) **The Premises are Smoke Free** (See Section 15) \_\_\_\_\_

(m) **The Cultivation of Marijuana Is Strictly Prohibited** (See Section 16)

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**9. OCCUPANTS.** No more than 3 person(s) may reside on the Premises unless the prior

written consent of the Landlord is obtained.

Tenant may have guests on the Premises for not over 7 consecutive days or 15 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 15 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 15 days in a calendar year.

Tenant may not keep roomers or boarders.

**10. PETS.** Pets (dogs and cats) shall be allowed on the Premises. However, pets may only be kept after obtaining the express written consent of the Landlord. Pet owners are responsible for controlling their animals and cleaning up after them, including removing any and all pet waste that is deposited in common use areas.

Tenant is permitted to have: \_\_\_\_\_. At the discretion of Manager, Tenant may be charged for cleaning, deodorizing or repairing any portion of the building or Premises damaged by pet.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Owner must be notified immediately of any strays in or about the Premises.

**11. PARKING.** This Lease includes two (2) designated parking spaces. The maximum number of vehicles allowed for Tenant's rental units is two (2). **Tenant must park in designated parking areas only. Guests of Tenants must park their vehicles in remote parking lot.** Tenant is responsible for ensuring his/her guests adhere to this provision.

**12. MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability with the exclusion of any washers and/or dryers that may be provided with the unit.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or Manager. A repair request will be deemed permission for the Landlord, Manager or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord, Manager or Landlord's Agents access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

**13. UTILITIES AND SERVICES.** Landlord shall be responsible for the following utilities in connection with the Premises: water and sewer, garbage and trash disposal,

snow removal.

Tenant shall be responsible for the following utilities and services in connection with the Premises: electricity, gas and heating, and should Tenant elect, telephone service, television service, internet.

**14. CRIME AND DRUG FREE.** Neither Tenant, nor any member of the Tenant's household nor a guest nor other person under the Tenant's control shall engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance.

Neither Tenant, nor any member of the Tenant's household nor a guest nor other person under the Tenant's control shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

Neither Tenant, nor any member of the Tenant's household shall permit the dwelling unit to be used for criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such activity is a member of the household, or a guest.

**VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.**

**15. SMOKE FREE.** Due to the increased risk of fire, the known health effects of secondhand smoke, and the increased maintenance, cleaning, and redecorating costs from smoking, the Premises are smoke-free. This means smoking is prohibited in all indoor private areas. Smoking will only be permitted on the porches of each individual unit and outdoor areas of the Premises. All smoking materials must be disposed of appropriately.

"Smoking" shall include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar, or other tobacco product, marijuana, clove or other substance.

Landlord is not a guarantor of the smoke-free environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the Premises's indoor areas as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases. Landlord is not required to take steps in response to smoking *unless* Landlord is put on notice of the presence of smoking, via agent, personal knowledge, and/or written notice by a Tenant.

Colorado law governing repair and deduct, the implied warranty of habitability, and the covenant of quiet enjoyment shall be understood to include the right to be smoke-free

contingent upon cooperation of both Tenant and Landlord. Tenant acknowledges that if he/she violates this policy he/she will be liable for all repair/mitigation fees associated with the increased maintenance, cleaning, and redecorating costs from smoking.

**16. USE OF MEDICAL AND RECREATIONAL MARIJUANA.** Despite the passage of Amendments 20 and 64 in Colorado, which permits the use of medical marijuana and allows for limited recreational use, possession and cultivation of marijuana, the fact remains that the use, possession cultivation and distribution of marijuana is still illegal under federal law, and marijuana is still considered a Class 1 Controlled Substance. The Premises is drug-free and smoke-free.

Notwithstanding the foregoing, and the Lease, including but not limited to the Crime and Drug Free Section, if any, Tenant may use medical and recreational marijuana subject to strict compliance with the following terms and conditions.

(a) Resident's use and possession of medical and recreational marijuana must comply at all times with Colorado law. Landlord may immediately terminate Resident's right to use medical and recreational marijuana on the premises if such use does not comply with Colorado law or government order.

(b) Tenant shall not use medical or recreational marijuana, including smoking, in a way that endangers the health or well being of any person or otherwise affects the quiet enjoyment by other Tenants of the Premises.

(c) Tenant shall not expose Landlord, Manager, Landlord's Agent, or Agent's employees, or other residents to Tenant's marijuana use. For purposes of this Lease, nonconsensual exposure to marijuana smoke is a nuisance, and the uninvited presence of marijuana smoke in other Tenant's apartments is a nuisance and a trespass and is a violation of this Lease.

(d) In the event of complaints concerning marijuana smoke or marijuana use from other residents, Landlord reserves the right to terminate Tenant's right to use medical and recreational marijuana if complaints persist.

(e) Tenant may not sell, share, trade or otherwise exchange marijuana, medical or recreational, for any reason, including simply sharing the drug with a friend. If Tenant violates this rule, Landlord will immediately terminate Tenant's Lease, and report such use to appropriate officials and law enforcement agencies.

(e) Non-residents, including guests of Tenant, are not permitted to use marijuana on the premises. If guests or other persons under Tenant's control use marijuana on the premises or community, Landlord will immediately terminate Tenant right of occupancy.

**(f) TENANT IS NOT PERMITTED TO GROW OR CULTIVATE ANY MARIJUANA PLANTS ON THE PREMISES UNDER ANY CIRCUMSTANCES.**

(g) Tenant agrees to indemnify and hold Landlord harmless from any claim, loss, expense, cost, or damage, including reasonable attorneys' fees by reason of the Tenant's use of medical and recreational marijuana on the Premises.

**VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.**

**17. NON-SUFFICIENT FUNDS.** Tenant shall be charged \$20.00 as reimbursement of the expenses incurred by landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late Payment provisions included in this Lease. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Lease.

Landlord reserves the right to demand payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and tenant agree that three returned checks in any twelve month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

**18. DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**19. EARLY TERMINATION CLAUSE.** Tenant may, upon 30 days' written notice to Landlord, terminate this lease provided that the Tenant pays a termination charge equal to 3 months rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 30 day notice period. Termination charge will be in addition to all rent due up to the termination day.

**20. MILITARY TERMINATION CLAUSE.** In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and

hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

**21. HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), 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 Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

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

**23. ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord 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. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Owner access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to show the Premises to prospective tenants.

**24. INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing and sewage leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.

**25. DANGEROUS MATERIALS.** Tenant 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 Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**26. COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**27. ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, and the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

**28. NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

**LANDLORD:**

Riverbend Gulch, LLC, 1180 Redwoods Dr. Steamboat Springs, Colorado 80487

**TENANT:**

\_\_\_\_\_ Riverbend Trail Steamboat Springs, Colorado 80487  
or P.O. Box \_\_\_\_\_, Steamboat Springs, CO 80477(88).

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

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

**30. ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This

Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**31. SEVERABILITY; WAIVER.** 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. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**32. TENANT REPRESENTATION; CREDIT.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord may cancel this Lease (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

**33. BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

Riverbend Gulch, LLC

\_\_\_\_\_ Reed Stephenson, Owner

Dated: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
*(Print name)*

*(Signature)*

Dated: \_\_\_\_\_