

## Swink School District Rental Lease Agreement

THIS LEASE is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between SWINK SCHOOL DISTRICT, hereinafter referred to as "LESSOR, and \_\_\_\_\_ hereinafter referred to as "LESSEE",

### W I T N E S S E T H :

That for and in consideration of the covenants and agreements herein contained, LESSOR hereby leases to LESSEE and LESSEE hereby rents from LESSOR, the premises known as: \_\_\_\_\_, Swink, Colorado, for the term, upon the rentals, and subject to the terms, agreements, and conditions hereinafter set forth as follows:

TERM: The term of the Lease shall be month to month. The lease shall continue each month until either party terminates the lease by giving 30 days prior written notice to the other party.

RENT: The premises shall be rented for the sum of \_\_\_\_\_ dollars (\_\_\_\_\_) per month payable in advance on the \_\_\_\_\_ day of each month during said term. LESSEE hereby covenants and agrees to pay the said rent to the LESSOR on the times aforesaid at such places as LESSOR may from time to time direct, without demand being made therefore.

SECURITY DEPOSIT: Upon the execution of this Lease, the LESSEE shall deposit with the LESSOR the sum of \$\_\_\_\_\_ and LESSOR agrees to hold said security deposit for the benefit of the LESSEE. The security deposit or any portion of it, may be withheld for unpaid rent, damage due to breach of Lease, or for damage to the leased premises by the LESSEE, his family, agents, employees, or social guests in excess of ordinary wear and tear, abandonment of the premises, non-payment of utility charges, or cleaning contracted for by the LESSEE.

The LESSOR shall, within one month after the termination of the Lease or surrender and acceptance of the premises, whichever occurs last, return to the tenant the full security deposit. In the event actual cause exists for retaining any portion of the security deposit, the LESSOR shall provide the tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit along with payment of the difference between any sum deposited and the amounts retained.

CONDITION OF PREMISES: The parties agree that the premises designated herein are made available in "as is" condition, and LESSOR makes no representations as to condition. LESSEE, having been given the opportunity to fully inspect said premises, accepts them in "as is" condition.

UTILITIES: LESSEE is responsible for payment of all utilities including, but not limited to heat, gas, electricity, water, and air conditioning. LESSOR shall not be liable for any temporary lack of heat, hot water, or other services due to accidents, strikes, or other causes beyond its control. Utilities are not included in the rent described hereinabove.

REPAIRS AND MAINTENANCE: LESSEE shall make ordinary and necessary repairs and maintenance on the property herein demised during the term of the Lease or any renewal thereof, but any structural or capital repairs necessary for the proper use and enjoyment of said property shall be made at the expense of the LESSOR, except damage caused by the negligence of the LESSEE, its agents, servants, and invitees which shall be promptly repaired and restored at the expense of the LESSEE. The LESSEE covenants and agrees that upon the expiration of this Lease or any renewal thereof, it shall surrender and deliver up possession of said premises to the said LESSOR in as good condition as when received, ordinary wear and tear and damage by the elements excepted. Any maintenance or repair occasioned by the LESSEE'S misuse, neglect, or waste or that of LESSEE'S visitors, employees, family, or agents shall be the sole responsibility of the LESSEE.

ASSIGNMENT AND SUBLETTING: LESSEE shall not have the right to assign this Lease or sublet any part or all of the property hereby demised without the prior written approval of LESSOR. An assignment or subletting by operations of law, shall be void and shall, at LESSOR'S option, terminate this Lease.

NUMBER OF OCCUPANTS: The premises shall be occupied by no more than one family. Additional persons may occupy the premises only with written consent of LESSOR.

ANIMALS: The LESSEE shall keep no domestic or other animals on or about the leased premises without the written consent of LESSOR.

REMOVAL OF PROPERTY: Prior to the expiration of this Lease or any renewal thereof, the said LESSEE shall have the right to remove such appliances, equipment, or personal property as he may have placed in, on, or about said demised premises provided the said LESSEE shall repair or replace such damages as may be caused by the removal thereof. Any damage created by such removal shall be remedied at LESSEE'S expense.

PERSONAL INJURY OR PROPERTY DAMAGE: The LESSOR shall not be responsible for any loss and/or damage to any goods or chattels placed on, in, or about said premises, nor for any personal injury to the LESSEE or any member, guest, or servant of said LESSEE'S family.

USE OF PROPERTY: LESSEE will not do, suffer, or permit anything to be done in, on, or about the property which will contravene policies of insurance against loss by fire or other hazard, nor use or permit the leased property to be used for the purpose other than those reasonable, convenient, or necessary to the lawful and legitimate use thereof as a dwelling by the LESSEE.

SURRENDER OF PREMISES: At the expiration of the Lease term, LESSEE shall surrender the premises in as good a state and condition as they were at the commencement of this Lease, reasonable wear and tear thereof excepted.

DAMAGE CLAUSE: In the event the improvements on the demised property are damaged or destroyed by fire or acts of nature to such extent that they cannot be replaced or restored to substantially the same condition in which they existed prior to the fire or acts of nature within ninety (90) days of the date of such event, then either LESSOR or LESSEE shall have the right to terminate this Lease. In the event the said improvements can be restored within said ninety (90) day period, LESSOR shall undertake to restore said improvements expeditiously and the monthly rent shall be abated in the meantime if totally uninhabitable. In the event of termination, notice shall be given by registered mail.

ALTERATIONS: LESSOR hereby covenants and agrees that LESSEE may make such alterations and improvements in and to the building on the property demised to the LESSEE with the prior written consent of LESSOR, it being understood and agreed that any such alterations and improvements shall be made by LESSEE at his own cost and expense and shall become and remain the property of LESSOR upon the termination of this Lease or any renewal thereof.

BREACH OF LEASE: If the property demised shall be abandoned or if there is any default by the LESSEE during the term, LESSOR or his representatives may enter the premises, either by force or otherwise, without being liable for any prosecution thereof, and re-let the property as the agent of the LESSEE and receive the rent therefore, applying the same first to the payment of such expenses of re-entering and then to the payment of the rent due under this Lease, and the balance, if any, shall be retained by the LESSOR, the LESSEE remaining liable for any deficiency.

If any default be made in the payment of rent, or any part thereof, or in the performance of any of the covenants, conditions, or agreements herein contained to be performed by the LESSEE, and such default shall have continued for three (3) days after notice thereof shall have been given to the LESSEE by the LESSOR, and the LESSEE shall not within three (3) days, have paid such rent or taken measures or steps to correct said other defaults, this Lease and demise and the relationship of landlord and tenant shall, at the option of the Lessor, wholly cease and terminate, and the LESSOR shall and may re-enter the property and remove all persons therefrom in such event.

COVENANT OF QUIET ENJOYMENT: LESSOR hereby covenants and agrees that so long as LESSEE shall abide by the provisions on his part to be performed, including the payment of rent reserved hereunder, LESSEE shall have quiet enjoyment of the property hereby demised.

INSPECTION: The LESSOR shall have the right to enter upon said premises at all reasonable times for the purpose of inspection and making repairs, and for a period of sixty (60) days prior to the expiration of the term of this Lease to show prospective tenants through said premises.

INSURANCE: Lessee shall be responsible for obtaining any insurance as concerns the contents or items of personal property kept on the premises by lessee and landlord will have no responsibility therefore.

The parties hereto further agree that either party may terminate this Lease upon thirty (30) days prior written notice to the other party.

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

BINDING EFFECT: This Lease shall be binding upon and inure to the benefits of the parties hereto and their respective legal representatives, heirs, successors, and assigns.

ATTORNEY'S FEES AND COSTS: In connection with any litigation arising out of this agreement, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals on the day and year first above written.

LESSOR: \_\_\_\_\_

LESSEE: \_\_\_\_\_

Approved: August 5, 1996  
Recorded: October 12, 2010

Swink School District #33, Swink, Colorado