|  |  |
| --- | --- |
| County Court  EL PASO County, Colorado Court Address:  270 S. Tejon St. Colorado Springs Co, 80903  Plaintiff(s)/Petitioner(s) v.  Defendant(s)/Respondent(s) | **COURT USE ONLY** |
| Attorney or Party Without Attorney (Name and Address):  Phone Number: E-mail:  FAX Number: Atty. Reg. #: | Case Number:  Division: CVL Courtroom: W170 |
| **STIPULATION** | |

**\_\_\_\_ Judgment Enters/Delayed Move Out**

Defendant(s) agree(s) that Judgment for Possession will enter immediately. Defendant(s) further agree(s) that he/she/they will move out by \_\_\_\_\_\_\_\_\_\_\_ (time) on \_\_\_\_\_\_\_\_\_\_\_\_ (date). Plaintiff will not seek a Writ of Restitution unless Defendant(s) has/have failed to move out by the agreed upon time/day.

**\_\_\_\_ Pay & Stay/No Judgment for Possession**

Defendant(s) agrees to pay Plaintiff the amount(s) listed below by the date(s) indicated. Provided Defendant(s) pay(s) as agreed, Defendant(s) may remain in the property. In the event Defendant(s) fail(s) to pay as agreed, Plaintiff may motion the court for a Judgment for Possession. The Judgment for Possession will then be entered without further notice to the Defendant(s). Judgment for Possession may be entered upon Plaintiff’s request on a Nunc pro tunc basis (meaning backdated to the date of this Stipulation). A money judgment may be entered upon Plaintiff’s request for any unpaid amounts. Plaintiff need not wait to request money judgment until the last payment would have been due. Any default in payment at any time will result in Plaintiff’s right to request judgment for the entirety of the balance due.

Payment Agreement:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

\_\_\_\_ **Agreement to Vacate/No Judgment for Possession**

Defendant(s) agrees to vacate the property by \_\_\_\_\_\_\_\_\_\_ (time) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). In the event Defendant(s) fail(s) to vacate the property, Plaintiff may motion the court for a Judgment for Possession. The Judgment for Possession will then be entered without further notice to the Defendant(s). Judgment for Possession may be entered upon Plaintiff’s request on a Nunc pro tunc basis (meaning backdated to the date of this Stipulation).

\_\_\_\_**JPOS/Vacate JPOS**

The parties agree that Judgment for Possession will enter today. Defendant(s) agree(s) to vacate the property by \_\_\_\_\_\_(time) on \_\_\_\_\_\_\_\_(date). Provided Defendant(s) vacate(s) the property as agreed, Plaintiff will file a motion requesting that the Court vacate the Judgment for Possession by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). In the event the Defendant(s) fail(s) to move out, Plaintiff may seek a Writ of Restitution to issue immediately.

**\_\_\_\_ Agreement to Vacate/No Judgment for Possession/Payment Agreement**

Defendant(s) agrees to vacate the property by \_\_\_\_\_\_\_\_\_\_ (time) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). In the event Defendant(s) fail(s) to vacate the property, Plaintiff may motion the court for a Judgment for Possession. The Judgment for Possession will then be entered without further notice to the Defendant(s). Judgment for Possession may be entered upon Plaintiff’s request on a Nunc pro Tunc basis (meaning backdated to the date of this Stipulation).

Defendant(s) further agree(s) to pay Plaintiff the amount(s) listed below by the date(s) indicated. A money judgment may be entered upon Plaintiff’s motion for any unpaid amounts without further notice to Defendant(s). Plaintiff need not wait to request money judgment until the last payment would have been due. Any default in payment at any time will result in Plaintiff’s right to request judgment for the entirety of the balance due.

Payment Agreement:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

\_\_\_\_ **Pay & Stay with JPOS/Vacate JPOS**

The parties agree that Judgment for Possession will enter today. Defendant(s) agree(s) to pay Plaintiff the amount(s) listed below by the date(s) indicated. Provided Defendant(s) pay(s) as agreed, Defendant(s) may remain in the property and Plaintiff will motion the court to vacate the Judgment for Possession. In the event Defendant(s) fail(s) to pay as agreed, Plaintiff may seek a Writ of Restitution and have the Sheriff remove the Defendant(s). Plaintiff may also motion the Court for a money judgment in the unpaid amount. Plaintiff need not wait to request money judgment until the last payment would have been due. Any default in payment at any time will result in Plaintiff’s right to request judgment for the entirety of the balance due.

Payment Agreement:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

\_\_\_\_ **For Payment Agreements**, normal rent per the agreement/lease to resume on \_\_\_\_\_\_\_\_\_\_\_\_ (date).

\_\_\_\_ **Other**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parties waive their right to appear before a County/District Court Judge and consent to appear before a Magistrate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Plaintiff/Date Defendant/Date

Approved:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Magistrate/Date