

## Residential Lease

This Lease Agreement is made effective as of \_\_\_\_\_, by and between  
**The Renaissance Companies, LLC**, hereinafter called "Landlord", and

\_\_\_\_\_  
hereinafter called "Tenant." The parties agree as follows:

In consideration of the covenants and agreements hereinafter contained, to be kept and performed by the respective parties hereto, the Landlord does hereby Lease and the Tenant does hereby take and hire from the Landlord the following described Real Property, together with the personal property located at:

\_\_\_\_\_  
in the City of \_\_\_\_\_ Zip Code \_\_\_\_\_  
Hereinafter called "Premises."

1. This lease agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall continue for a period of \_\_\_\_\_ months thereafter expiring on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Tenant shall be entitled to possession on the first day of the term of this lease. Tenant shall yield possession to Landlord at end of lease term, in accordance with the terms stated in this lease.
2. **Lease Payments:** The Tenant hereby agrees and promises to pay the Landlord as, first year rent, for the Premises the total sum of \$\_\_\_\_\_, due in full upon mutually executed lease agreement.

\_\_\_\_\_ (if initialed by Tenant) Tenant requests and Landlord agrees to accept total sum due above, with an initial payment of \$\_\_\_\_\_ and the remainder, in equal monthly installments of \$\_\_\_\_\_, in advance on the 1<sup>st</sup> day of each and every month throughout the term of this Lease. Should this tenancy commence on a day other than the 1<sup>st</sup> of the month, the first month's rent shall be prorated or adjusted between the parties hereto so that all additional rental payments shall become due on the 1<sup>st</sup> day of each month, payable in advance and without demand. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent. Lease payments shall be made to the Landlord by automatic payment from Tenants bank account OR mail to P.O. Box 25508, Colorado Springs, CO 80936 OR Landlord will pick up rent in person by the 3<sup>rd</sup> day of each month, as may be changed from time to time by Landlord. Tenant bears all risk for mailing or any other type of delivery of the rent.

If the lease is renewed automatically on a month to month basis, Landlord may increase rent by providing written notice to Tenant 25 days prior to increase.

3. **Security Deposit:** At the time of signing of the Lease, Tenant shall pay to the Landlord, in trust, a deposit of \$\_\_\_\_\_ and shall be applied at follows, first as a Security Deposit to be held by Landlord and disbursed for Tenant(s) damages to the Premises (if any) as provided by law, any remainder of said Security Deposit, tenant(s) hereby authorizes, will roll over as a Deposit, for all other terms, condition, obligations, duties and agreements of this Lease and any addendums. Tenant shall be liable for all damage beyond ordinary wear and tear. Tenant agrees Landlord shall deduct all reasonable charges from the Deposit including but not limited to the following: unpaid rent, late payment charges, non-sufficient fund charges, unpaid utilities, damages or repairs, trips to unlock premises, unreturned keys, cost of replacing locks and key duplicates, unapproved holes, stains, cleaning, pest control, removal of trash, government fees or fines, insufficient light bulbs, damage to floors, draperies or any permanent fixture on premises, attorney fees incurred in any

court proceeding against Tenant and other items provided for in Lease, including completion of the Lease Agreement. Tenant understands that the Security Deposit is to guarantee the condition of the property and performance of the lease and does not guarantee rent. Landlord shall have 60 days after Tenant vacates to send a move-out statement itemizing deductions from the security deposit as required by statute together with returning any balance to the Tenant's last known address. Landlord reserves the right to pursue a damage claim payable by Tenant if damages beyond ordinary wear and tear exceeds the amount of the security deposit.

Security deposit will be increased with any future lease renewals when a rent increase occurs.

- 4. Late Payments:** (a) Rent shall not be considered paid until it is actually received by Landlord. If Tenant fails to pay any month's rent by the 3<sup>rd</sup> day of the month, then Tenant shall be charged and hereby agrees and promises to pay Landlord an initial late charge of \$50.00, PLUS additional daily late charges of \$\_\_\_\_\_ per day thereafter until rent is paid in full, daily charge calculated from the 2<sup>nd</sup> day of the month until paid. Failure to tender the full rent plus any other charges which are due by the 10<sup>th</sup> day of the month shall constitute a breach of this Lease. All sums due, including, but not limited to rent, late charges, bank check charges, eviction costs, court costs, maintenance costs, attorney fees and collection fees shall be subject to interest at a rate of 18% per annum unless otherwise limited by law. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent (including reporting late payments to national credit bureaus). (b) If the rent payment, in full, is not paid when due, Tenant understands that a three (3) day demand for payment of rent or possession notice will be served. Should Tenant be served with a three (3) day demand notice, Tenant agrees and promises to pay a fee of \$35.00 for preparation and delivery of said notice. Tenant is aware that Landlord is not responsible for late payments due to mail delivery, weather, or other causes. Tenant has the sole responsibility to make certain that rent payments are paid and received by Landlord on time. (c) Tenant may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full rental amount due. (d) Payments paid to Landlord shall be applied in the following order: security deposit, pet deposit, pet rent, late charges, utilities, maintenance charges, check charges, service charges, eviction charges, attorney fees, collection fees, all other charges, rent. Landlord's application of charges in a different order than above shall not constitute a waiver of Landlord's rights to apply future payments in the order specified above. (e) Landlord may accept partial payment from Tenant, at any time, without effecting or waiving any rights which Landlord has under this lease nor shall it affect any legal proceeding which Landlord may have initiated or be in the process of initiating.
- 5. Non-Sufficient Funds:** Tenant shall be charged and promises to pay \$50 for each check that is returned to the Landlord by Tenants bank as dishonored, for any reason. After one (1) check has been returned to Landlord, Tenant is required and agrees to pay any and all future sums of monies owed to Landlord by cash, certified check or money order. A check returned by bank will be treated as a delinquency and late payment and late fees shall also be assessed. Tenant will incur late payments as stated above and Tenant will be responsible for payment of late charges until Landlord is in receipt of good funds. In addition, Tenant hereby agrees to refund Landlord any bank charges Landlord incurred, as a result of Tenants returned check. Any check returned as unpaid shall not extend any grace period for late payments as described in Section 4. Landlord reserves the right to pursue any and all remedies available for recovering damages resulting from checks returned by the bank as unpaid.
- 6. Occupants:** The Premises may not be occupied by more than \_\_\_\_\_ person(s), consisting of \_\_\_\_\_ adult(s) and \_\_\_\_\_ child(ren) under the age of 17 years, unless prior written consent of the Landlord is obtained. The only occupants permitted on the Premises are:

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Tenant may not increase the number of occupants to the Premises without Landlords approval. With Landlords prior approval additional occupants, at Landlords discretion, may cause an immediate rent increase. Additional adult occupants are subject to credit and background check and may be ask to execute lease agreement and all addendums.

- 7. Occupancy and Use:** Tenant shall have the right to exclusive use and occupancy of the Premises, for Tenant and other household members listed on the Lease, only as a private residential dwelling. Tenant agrees to notify Landlord of any anticipated extended absence (in excess of 14 days) no later than the first (1<sup>st</sup>) day of the extended absence. Tenant agrees that the Premises will not be used for any illegal activity prohibited by the laws of the United States, the State of Colorado, and City or Municipal Government or any activity which is offensive, noisy or dangerous. Tenant may not use machinery or other apparatus which will damage the Property, Tenant shall pay all costs or charges which Landlord may incur to correct or remedy the same. Guests and/or visitors staying longer than 14 days must have prior written consent from Landlord and may be required to pass credit checks and join in lease agreement and all addendums. Guests staying longer than 14 days without written permission constitutes a breach of this Lease and may result in evicting Tenant. Tenant assumes responsibility for the conduct of any guests and may be subject to eviction should any guests violate any terms of this lease, annoy or harass other tenants, engage in illegal or hazardous behavior, or become a nuisance. Tenant acknowledges that they are responsible for the Premises and it is in their care, custody and control while occupied and leased to the Tenant. The Tenant shall not operate or perform any business from the Premises without the prior written consent of Landlord.
- 8. Pets:** The following pet(s) are allowed on the Premises: \_\_\_\_\_ (type) \_\_\_\_\_ (breed) \_\_\_\_\_ (weight) \_\_\_\_\_ (age) \_\_\_\_\_ (name). The Landlord acknowledges receipt of \$ \_\_\_\_\_ a one-time fee which is non-refundable. Tenant will also pay Landlord \$ \_\_\_\_\_ per month pet rent. Any/all other pets, including mammals, reptiles, birds, fish, rodents or insects, are not allowed without prior written consent of the Landlord. If the Tenant is in violation of the pet restriction Tenant agrees and promises to pay Landlord a fee of \$ \_\_\_\_\_ for each day the Tenant violates the pet restriction. Any violation of these pet restrictions may result in evicting the tenant. Landlord may engage law enforcement or animal control authorities without notice should Tenant keep a pet that is aggressive or dangerous. Tenant bears sole responsibility for any and all damage done by pets to the Premises, including pets of guests and visitors. Pet odor and stains shall NEVER be considered normal wear and tear. This type of damage and neglect shall ALWAYS be the Tenant's responsibility and the cost to clean, repair, seal off, etc. such damage shall be paid for by Tenant. Tenant shall notify Landlord in the event that Tenant has a service animal which shall be subject to a separate amendment.
- 9. Parking & Storage:** Tenant shall be entitled to use \_\_\_\_\_ for parking vehicles. No vehicles shall be parked in the yard or any area not designated for vehicles. Tenant shall be entitled to store items of personal property in \_\_\_\_\_ during the term of this Lease. Landlord is not liable for loss of or damage to any vehicles, or stored items, or Tenants personal property. Vehicles leaking oil, fuel, etc. shall not be kept on the premises. Vehicle maintenance, including changing oil, is not permitted at any time. Any violation of this provision may subject Tenant to eviction.
- 10. Lead Base Paint Notice:** If the Premises was built before 1978, federal law requires the Landlord to provide a federally approved pamphlet on lead poisoning prevention to Tenant and to disclose Landlord's knowledge of any lead-base paint or hazard in the Premises. If the Premises

was built before 1978, an Addendum Regarding Lead-Based paint becomes an attachment to this Lease.

- 11. Move-In Condition:** Tenant has inspected and acknowledges receiving the Premises as habitable, in good order and repair, and in AS-IS condition, and will, at the expiration of this Lease, surrender and deliver up possession of the Premises in as good an order and repair, ordinary wear and tear expected. Landlord has made no express or implied warranties as to the condition of the Premises and no agreements have been made regarding future repairs unless specified in this Lease. Landlord and Tenant will complete the Inventory and Condition Form, noting any defects or damages to the Premises at the time this Lease is signed. Tenant will deliver to Landlord, in writing, within 48 hours, any other defects or damages to the Premises not included on the Inventory and Condition Form. If Tenant fails to deliver a list of other defects or damages within 48 hours, Tenant acknowledges the absence of any such defect or damage. Inventory and Condition Form is not a request for maintenance or repairs. Tenant must, timely, direct all request for repairs or maintenance in writing to Landlord. Tenant acknowledges Landlord's expectation that Premises is returned in same condition set forth in the Inventory and Condition Form and cleanliness set forth in the Vacancy Standards. The Inventory and Condition Form and Vacancy Standards Form, setting forth the condition and cleanliness to which the Tenant accepted the Premises at the time this Lease commenced becomes an attachment to this Lease.
- 12. NO Smoking:** Smoking is prohibited anywhere on/in the Premises, including the residence, other structures or yard area. Tenant is responsible for ensuring that all family members, guests, invitees, and anyone else on the Premises do not smoke. Any smoking on the premises may subject Tenant to eviction.
- 13. Marijuana:** The Tenant and Landlord agree, that it shall be a breach of this lease for Tenant to grow, cultivate, or raise marijuana on or in the Premises or for the Tenant to sell, dispense or become a dispenser of marijuana, regardless of whether or not the Tenant has or is licensed to do so and regardless of whether Tenant has been granted the right to supply or provide marijuana to persons in need of same. The growing, cultivation, raising or dispensing of marijuana is a violation of this lease and will subject Tenant to eviction and or any other remedy available to Landlord pursuant to this Lease. It shall also be a breach of this Lease for Tenant to use or smoke marijuana on the Premises even if Tenant has prescription for its medical use or if Tenant is legally registered for such use. Tenant shall be required to use or smoke medical marijuana off the Premises and a violation of this shall subject Tenant to eviction and any other remedy available to Landlord pursuant to this lease. Landlord may also choose at Landlord's sole discretion to involve law enforcement.
- 14. Keys:** \_\_\_\_\_ keys were given to Tenant at move in. The same number of keys must be returned to the Landlord. If all keys are not returned Tenant agrees and promises to pay a charge of \$ \_\_\_\_\_. Tenant will not install, change or re-key any locks on the Premises without the PRIOR written permission of the Landlord. If permission is granted, Tenant shall immediately supply Landlord with keys to all such locks.

- 15. Utilities:** If indicated by an (X) below the Landlord pays the following utilities:

☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Telephone ☐ Stormwater ☐ Cable ☐ Trash  
☐ None

If indicated by an (X) below the Tenant contracts with the utility provider and pays the following utilities directly to utility provider:

☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Telephone ☐ Stormwater ☐ Cable ☐ Trash



Utilities shall remain in the name of the Tenant until the last day of the Lease expiration. Early termination results in the utilities reverting back into the Landlord's name. Landlord utilities are charged at commercial rates by the Utility Company. The Landlord will charge the tenant for the number of days until Lease expiration plus a \$50.00 early utility termination fee. Tenant agrees and promises to reimburse Landlord for the prorated days at the commercial rate Utility Company charges Landlord.

Tenant agrees to have third party notifications set up, as part of this Lease agreement, with the utility department(s) so the utility companies can notify Landlord in case of disconnect. In the event the Utility Company disconnects the Tenant's utilities the Landlord shall be entitled to receive the notice of any delinquent bill or cut-off notice(s) from said Utility Company without the consent or prior notice to the Tenant. If for any reason the Tenant has the Utilities disconnected the Landlord can charge \$50.00 reconnect fee plus cost of any utility charge. Failure to pay utilities when due shall be a breach of this Lease.

Tenant shall not hold Landlord liable for any injury or damage occasioned by defective wiring, breakage or stoppage. Landlord shall not be responsible or liable for loss of food due to utility outages.

Additional utility information: \_\_\_\_\_

- 16. Lockout:** If the Tenant becomes locked out of the Premises, the Tenant agrees and promises to pay a charge \$50 to gain re-entry by Landlord or at Landlord's option Landlord may refer Tenant to a locksmith that Tenant will contact and must pay directly to gain reentry.
- 17. Guests and Visitors:** Tenant shall not permit any guest(s) or visitor(s) to occupy the Premises longer than fourteen (14) days without prior written consent from the Landlord.
- 18. Maintenance:** All major repairs and maintenance of the heating, plumbing and wiring systems on said Premises shall be paid for by the Landlord, provided the necessity for such repairs and maintenance is not due to the negligence or carelessness of the Tenant, in which event such expenses shall be contracted and supervised by Landlord or Landlord's agent, but the Tenant agrees and promises to be financially responsible.

Tenant is responsible for, including any costs of: (Tenant and tenant's household, guests and visitors invited or not invited)

- \*Failure to immediately notify Landlord of all needed maintenance.
- \*Promptly eliminating dangerous, flammable, explosive or hazardous conditions, articles or things from being stored or used on the Premises.
- \*Improper use or operation of electrical switches and outlets, gas valves and connections, plumbing fixtures and appliances.
- \*Maintenance of yards, plants, and shrubbery, picking up trash & debris.
- \*Garbage is not allowed to accumulate anywhere on the premises, outside of trash containers. Tenant must pay for and provide weekly trash removal service.
- \*Maintenance of exterior steps and sidewalks both private and public free from ice and snow and any hazards.
- \*Frozen water pipes when adequate measures to protect pipes were not taken.
- \*Clogged (other than roots) or frozen sewer or water pipes, drains, or faucets.
- \*Maintenance of furnace by replacing furnace filters at monthly intervals.
- \*Maintenance of smoke and carbon monoxide detectors free from dust and cobwebs, maintain working batteries at all times and regularly test the device.
- \*Occupancy of the premises in the manner intended and designated by Landlord.

- \*All neglect and damage occurring on Premises by any of the above named.
- \*The results of the actions of any of the above named.

- 19. Exterior Maintenance:** Tenant agrees to maintain the exterior of the Premises free and clear of all rubbish and to water, sow, weed, apply fertilizer and weed retardant as needed and generally care for all lawn, trees, shrubs, flower beds or other landscaping or appurtenances presently on the Premises. This shall include but is not limited to, watering sufficiently to protect and keep grass, shrubs, flower beds and trees properly growing, preventing growth of weeds or volunteer/rogue trees and shrubs. Tenant shall not permit water to damage siding or any portion of the house (interior or exterior). In the event the Tenant does not care for the exterior lawn and landscaping, the Landlord shall serve written notice to Tenant, after ten (10) days the Landlord shall have the right to perform said care and add the cost of said care plus a \$20.00 default charge to the next month's rent. Landlord may use water at the Premises to water grass and landscaping at Tenants expense. Cars that are not running cannot be stored on the Premises without Landlords prior written approval. All motor vehicles must have current registrations and insurance if required for on-road use. Tenant must have Landlords written permission before planting any garden, this is necessary to make sure the landscaping grade is maintained to keep water flowing away from the structures. If tenant fails to obtain Landlords permission then Tenant agrees to be responsible for water damage caused to structure(s), cost of water and mold remediation in structure(s), any and all damage to the structure(s) including foundation repair, cost of engineers, cost of equipment to regrade impacted area around structure(s) and any other costs associated with Tenants damage and neglect.
- 20. Smoke Detectors/Carbon Monoxide Detectors:** Tenant acknowledges that the Premises is equipped with working smoke and carbon monoxide detectors at the time of execution of this lease. Tenant shall be solely responsible for checking and maintaining the batteries in these units and frequently testing the units to insure they remain in proper operating condition. Tenant shall be charged \$4.00 for each missing and dead batteries in units at time of move out.
- 21. Appliances:** Tenant is responsible to maintain all appliances. Appliance manuals are found on the internet. In the event appliances should fail or damage occurs due to Tenant neglect, Tenant shall be liable for the cost to repair or replace appliances and such damage or neglect shall in no way be considered normal wear and tear. (Example of neglect and damage: using oven spray in a self-cleaning oven.) Landlord shall not be responsible or liable for damages suffered by loss of food due to malfunction or breakdown of refrigerator(s) or freezer(s) on under any other circumstances.
- 22. Furniture:** No water beds, water furniture, or fish tanks are allowed.
- 23. Remodeling or Structural Improvements:** Tenant shall not make ANY alterations to the Premises without the PRIOR written consent from the Landlord. This includes but is not limited to: making holes in walls (except for hanging pictures), floors, cabinetry or woodwork; install alarm or video monitoring systems, electrical outlets or telephone cables; replace carpet, paint (including changing color or texture); remove or install lighting fixtures; remove or install any permanent fixture; put hooks in ceilings, woodwork or cabinetry.
- 24. Extermination of Pests:** Tenant has five (5) days, after execution of this Lease, to notify Landlord, of rodents, pests, bugs or other vermin. Otherwise, Tenant agrees that at the time of execution of this Lease that the Premises is free of rodents, pests, bugs or other vermin and that it shall be Tenant's sole responsibility to exterminate or otherwise remove them from the Premises if such appear in the Premises.

- 25. Access by Landlord to Premises:** Landlord agrees to give reasonable advance notice to Tenant of entrance into Premises, Tenant's presence not necessary: To make inspections, provide necessary services, show the Premises to prospective purchasers, mortgagees, future prospective tenants or workers, to exercise a contractual or statutory lien, or seize nonexempt property after event of default. 24 hours is presumed reasonable advance notice. Tenant's request for service authorizes Landlord to enter dwelling. As provided by law, in case of an emergency or emergency repairs, Tenant agrees that no notice shall be required for Landlord or anyone authorized by Landlord, and they may enter the Premises without consent or notification to Tenant.
- 26. Assignment or Sublease:** This lease is non-assignable and no portion of the leased Premises may be sublet during the term of the lease, without the prior written consent of the Landlord.
- 27. Contractual Lien:** Tenant by signing below agrees that all of Tenant's property in the premises is hereby given for, secured by and subject to a contractual Landlord's lien to secure payment of delinquent rent and all delinquent amounts due under this Lease. Landlord shall do the following in order to exercise Landlord's Contractual Lien: Landlord shall leave written notice at the premises in a conspicuous place. This notice shall include amount of delinquent rent and other delinquent charges; name, address and phone number of person to contact about the amount owed. Upon payment, Tenant will be given access to location of Tenant's property. Tenant agrees and promises to pay for all costs incurred by Landlord in packing, removing and storing Tenant's personal property.
- 28. Damage:** Tenant shall be responsible for the total cost of all repairs which are necessitated or caused by Tenant's negligence, or willful acts of Tenant, Tenant's guests, invitees, family and friends or due to vandalism. Tenant shall also be totally responsible for the deductible portion of Landlord's hazard insurance, used to pay for repairs of maintenance which are caused by Tenant's negligence or willful acts or the negligence or willful acts of Tenant's guests, invitees, family and friends or due to vandalism. This clause shall not be construed to release or limit Tenant's liability to the Landlord's insurance company who adjusts or pays any such claim. Tenant acknowledges that they are responsible for the Premises and it is in their care, custody and control while leased to them.
- 29. Dangerous Materials:** Tenant shall not keep or have or dispose of on the Premises any article or thing of 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 the Landlord is obtained and proof of adequate insurance is provided by Tenant to Landlord.
- 30. Insurance:** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interest in/on the Premises.
- 31. Uninhabitable:** Should the above described Premises be destroyed or rendered uninhabitable through not act or fault of the Tenant, either by fire, act of God, or otherwise, then this Lease may be forthwith terminated by agreement between the Tenant and Landlord.
- 32. Termination Notice:** Lease will automatically renew to a month-to-month tenancy if Tenant fails to provide Landlord written notice of Tenant's intent to vacate and terminate this Lease at least twenty-five (25) days prior to the termination date or the end of any renewal period of this Lease. Tenant agrees that said notice shall be in writing. Verbal notices will not be permitted under any circumstance. Early termination of this lease by Tenant for reasons other than military orders or as described in Paragraph 33 below, shall be cause for Landlord to retain deposit to cover costs of re-leasing. Military personnel, upon presentation of orders effecting a permanent change of station out of the immediate geographical region of El Paso County, Colorado, may cancel this

lease with 30 days written notice. At any other time not specified above, a 25-day written notice to terminate shall be served by either Landlord or Tenant.

- 33. Early Termination:** During the term of the Lease, Tenant shall have the option to terminate the remaining lease term by providing Landlord with written notice not less than thirty (30) days before vacating, together with a payment of an early termination fee equal to two (2) months current rent rate. The existing term of this Lease will be considered terminated upon Landlord's receipt of proper written notice (signed by ALL tenant(s)) and payment of the early termination fee and all rent and other charges due through the date of the Tenant(s) vacating the Property. Landlord shall place a for rent sign on the Property and show the Property to future Tenants. If Tenant(s) fail to timely vacate, pay the early termination fee, or pay other charges due through date of vacating, the attempted early termination permitted by this provision shall be deemed void, and the other provisions of this Lease are fully revived and reinstated and shall apply as set forth. Amount owed for early termination will be provided to Tenant by Landlord. (The amount due under this provision is calculated by adding early termination fee, plus rent, plus other charges owed Landlord.)
- 34. Holdover:** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant agrees and promises to pay Landlord \$ \_\_\_\_\_ per day additional charge.
- 35. 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 10 day(s) (or any other obligation within 3 day(s)) after written notice of such default is provided by Landlord to Tenant, Landlord may initiate eviction proceedings. In the alternative, and without waiving any rights described in this Lease, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's default(s). Tenant shall also be liable to Landlord for a reletting charge of \$ \_\_\_\_\_ (not to exceed one month's rent) if Tenant fails to give twenty-five (25) days written notice, moves out at Landlord's request due to Tenant's default, moves out without written approval, moves out without paying rent in full for the entire term of this lease contract or renewal period, or is evicted. In the event that it shall become necessary for Landlord to employ an attorney to enforce any of the provisions of this Lease or to enforce collection of any monies due under the terms of the Lease or to defend a claim by Tenant, arising from this Lease or concerning the Security Deposit, the prevailing party shall be entitled to recover all court costs incurred in maintaining or defending such action plus reasonable attorney fees for the same.
- 36. Abandonment of the Premises:** Tenant permits Landlord to assume the Tenant has abandoned Premises 30 days after no rent has been paid, and it appears to a reasonable person that Tenant is no longer occupying the premises, during which time Landlord will post a Demand notice to Pay or Quit on the Premises, in addition, make multiple efforts to reach tenant in person at the Premises, by mail, and/or phone and attempt to reach emergency contact(s) Tenant(s) listed on rental application. Tenant permits Landlord to allow Police or other authorities to search Premises without violating any of Tenant's constitutional rights. Tenant authorizes Landlord to assume the Premises is abandoned, secure the Premises, change the locks, dispose of Tenant's personal property and re-rent Premises as soon as possible and subject to applicable law. It is Tenant's sole responsibility if incarcerated or hospitalized to notify Landlord. If, during the course of these actions, the Premises is deemed not to be abandoned the Landlord shall proceed with Eviction procedures.
- 37. Liability:** Landlord shall not be liable or responsible to Tenant, tenant's household, guests, visitors or other occupants for any injuries, damages, or losses to person or property. Tenant agrees to hold Landlord harmless for any injuries, damages, or losses to person(s) or property.



Tenant is responsible to notify guests and visitors, invited or not, that Landlord is not responsible for their injuries, damages, or losses to person(s) or property. Tenant agrees to be responsible for any injuries, damages, or losses to person(s) or property at the Premises.

- 38. 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 provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced and so limited.
- 39. Governing Law:** This Lease shall be construed in accordance with the laws of the State of Colorado.
- 40. Cumulative Rights:** The rights of the parties under this Lease are cumulative and shall be construed as exclusive unless otherwise required by law.
- 41. Notice:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by email, text or by mail, postage prepaid, addressed as follows:

**Landlord:** P.O. Box 25508, Colorado Springs, CO 80936

**Email:** [Renaissance.co@yahoo.com](mailto:Renaissance.co@yahoo.com)

**Text:** 719-641-1584

**Tenant:** To address of subject property, unless otherwise stated below

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**Email:** \_\_\_\_\_

**Text:** \_\_\_\_\_

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

- 42. Move-Out Condition of Forfeiture of Tenants Personal Property:** Tenant will surrender the Premises in the same condition as when received, normal wear and tear excepted. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident or abuse. Tenant agrees to leave the Premise in a clean condition, according to the Vacancy Standards Form, and free of all trash, debris, and any personal property. Landlord will be the sole judge as to whether or not said Premise is in good order and repair and Landlord shall have sixty (60) days within which to account for and return said deposit. In the event all or part of the Security Deposit is returned, the check will be made payable to all named tenants jointly unless Landlord receives written instruction, signed by all Tenants, to refund it differently. Landlord is directed to apply any and all charges which are due, in such order or allocation as Landlord shall elect. If Tenant leaves any personal property or belongings on the Premises after Tenant surrenders possession of the Premises, all such personal property or belongings are forfeited to and become the property of Landlord. "Surrender" means vacating the Premises and returning keys. Tenant agrees to return all keys and locking devices to Landlord. Landlord will NOT walk through the Premises with Tenant at move-out. Landlord will document the Premises condition at Tenants move-out. Tenant acknowledges that under no circumstances shall dirt or cleaning be deemed normal wear and tear. Tenant is responsible for and shall leave the Premises in a clean and orderly condition.

**43. Carpet Cleaning:** Tenant shall have all carpets PROFESSIONALLY STEAM CLEANED, to include all spot and stain removal and pet deodorizing is required if tenant had pet(s), and other deodorizing as needed (Incense odor or pungent food odors, etc.) at the time Tenant vacates the Premises. Tenant must use a company approved by Landlord. Tenant must provide Landlord with a receipt indicating this work has been completed at the same time keys are surrendered. Failure to provide receipt will authorize Landlord to have carpet professionally steam cleaned and all costs incurred shall be charged to Tenant. It is required that Tenant hire a professional carpet cleaner to clean the carpets. Landlord shall be the sole judge as to whether or not the carpets have been cleaned thoroughly and reserves the right to have the carpets re-cleaned at the Tenant's expense.

**44. Replacement of Light Bulbs:** Tenant accepts Premises with working light bulbs in all light fixtures and appliances. Landlord shall charge the Tenant \$10.00 per light bulb to replace any missing or burned out light bulbs at the time of move-out. It is agreed between parties that under no circumstances shall burned out or missing light bulbs be deemed normal wear and tear.

**45. Attorney Fees:** In any legal action to enforce the terms hereof or relating to the Premises, regardless of outcome, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

**46. Collection Fees:** Any unpaid rents, fees, or other monies owing Landlord that remain unpaid by Tenant 90 days after vacating will be turned over to a collection agency. Tenant shall pay for all collection costs, including collection agent attorney fees and any third-party fees. Tenant consents to other information and copies of documents from tenant's file to be provided to collection agency by Landlord to aid in the collection of outstanding monies owed by Tenant.

**47.** Celeste Shaw, spouse of Bill Shaw (Manager of The Renaissance Companies, LLC, Landlord), is a licensed Real Estate Agent in the State of Colorado and ( ) does ( ) does not have an ownership interest in the entity that owns the Premises. This disclosure is made pursuant to the requirements of Colorado Department of Regulatory Agencies, Division of Real Estate.

**48. Additional Provisions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Tenant

The Renaissance Companies, LLC  
Landlord

\_\_\_\_\_  
Tenant