

**MARY CALVERT MANAGEMENT  
RESIDENTIAL LEASE AGREEMENT**

The following lease contract, when signed by TENANT and LANDLORD, is a legally binding document. If not fully understood, TENANT is advised to seek legal or other professional counsel.

Mary Calvert Management, a division of RE/MAX Properties, Inc. hereinafter referred to as LANDLORD, and all of its agents and employees, are agents of the property owner and are not agents of the TENANT(S). The property owner is not a party to this lease agreement and owes no obligations to the TENANT(S) under this lease agreement.

This lease agreement, made and entered onto this \_\_\_\_\_ day of 20\_\_ by and between LANDLORD, and \_\_\_\_\_ hereinafter referred to as TENANT(S).

**WITNESSETH:**

In consideration of the covenants and agreements hereinafter contained, to be kept and performed by the respective parties hereto, the LANDLORD does hereby lease to and the TENANT does hereby take and hire from the LANDLORD the following REAL PROPERTY situated in the county of El Paso and State of Colorado, together with the personal property located therein as herein described, to wit, \_\_\_\_\_ Colorado Springs, CO \_\_\_\_\_ upon the following terms and conditions:

\_\_\_\_ 1. **Rental Terms:** This lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ and shall continue until it expires on last day of \_\_\_\_\_ 20\_\_ at 5:00pm unless sooner terminated under the provisions of the lease. TENANT is reminded that leases are a binding contract. TENANT is responsible to comply with the terms of the lease to include the expiration date.

TENANT agrees that Pursuant to this lease, LANDLORD shall have a **Security Interest** in and to the **personal property** held by the TENANT at the rented premises. It is understood that this Security Interest shall secure the rental obligation herein and shall further be in addition to any lien rights LANDLORD may have to such property pursuant to statute.

\_\_\_\_ 2. **Rent:** The TENANT hereby agrees to pay the LANDLORD as rent for the demised premises the total sum of \$ \_\_\_\_\_ .00 which sum shall be payable in equal monthly installments of \$ \_\_\_\_\_ .00 in advance of the **first** of each and every month throughout the remainder of this LEASE. Such monthly installment for rent will be made in full and without deduction or offset of any kind.

Should this tenancy commence on a day other than the first day of the month, the full month's rent shall be prorated or adjusted between the parties so that all additional rental payments shall become due on the first day of each month. **IF APPLICABLE, PRORATED RENT SHALL BE \_\_\_\_\_ DAYS IN \_\_\_\_\_ (MONTH) TIMES \$ \_\_\_\_\_ .00 PER DAY = \$ \_\_\_\_\_ .00.**

The monthly rental payment shall be mailed or otherwise delivered to the LANDLORD at her address given herein: **Mary Calvert Management c/o RE/MAX Properties, Inc., Attn: MARY, 2630 Tenderfoot Hill St., Colorado Springs, Co, 80906. Rent is due on the first (1<sup>st</sup>)** of the month, must be received by the first of the month and is payable by check, money order, certified funds or electronic funds transfer only, no cash. If paying by check, you are authorizing Mary Calvert Management to use this information on your check to make a one-time electronic debit to your checking account for the amount allotted on that check. If you choose not to electronically debit your check you must pay by electronic funds transfer, certified funds, or money order. Electronic funds transfer can be wired to Citadel Bank, 730 Citadel Drive East, Colorado Springs, CO 80909 (719) 597-1515. Account # 0595829, routing # 107001818.

**If such payment is refused by our bank, the rent plus a \$25.00 charge** will be due for that month. Checks should be made out to **Mary Calvert Management**.

**If rent is received after the third (3rd) day of the month, then on day four or thereafter all funds must be in the form of a cashier's check, money order, or wire. TENANT agrees to pay a late charge of \$50.00 or ten percent (10%) whichever is greater of the monthly rental payment.** As noted above, rent is not considered paid until received by the LANDLORD.

TENANT will pay a late charge on rent sent in the US Mail postmarked on the third (3rd) day of the month or later. If rent is not paid by the third (3rd) day of the month, TENANT will receive a Demand for Payment or Possession of Premises at a TENANT charge of \$45.00. The "grace period" allowed for payment without a late charge does not change the due date for payment. If the rent is not paid by the first of the month, LANDLORD may immediately serve TENANT with the Demand for Payment or Possession at a TENANT charge of \$45.00.

TENANT further agrees to pay a \$25.00 service charge for each check returned NOT HONORED BY BANK with rent considered as having been unpaid, hence subject to late charges as well. After the first CHECK NOT HONORED BY BANK, all future rents must be paid in certified funds. Under Colorado law (H.B.1205), if your check bounces you may be liable for three times the amount of the check or \$100, whichever is more, plus interest, cost of collection, court costs, and attorney fees.

**PARTIAL PAYMENTS:** Acceptance by the Landlord of a partial payment of rent or other charges shall not be considered a waiver of any rights of LANDLORD or affect any notice or legal proceedings unless LANDLORD and TENANT shall otherwise agree in writing. Any payment of less than the total accrued rental and other charges hereunder shall be deemed a partial payment thereof and shall be applied as follows: first toward legal fees, late charges then rent.

**CREDIT REPORT:** As required by law, TENANT is hereby notified that a negative credit report reflection on TENANT'S credit history may be submitted to a credit reporting agency if TENANT fails to fulfill financial obligations.

\_\_\_\_ 3. **Security & Damage Deposit:** The TENANT hereby acknowledges that s/he has received the above described premises, and the personal property located therein and herein above described if any, in good order and repair as itemized on the Inspection report, and will, at the expiration of the term of this lease, surrender and deliver up possession of said premises in as good order and repair as the same are at this date, ordinary wear excepted.

In order to guarantee to the LANDLORD the surrender of said premises in as good order and repair as now received, the TENANT hereby deposits with the LANDLORD the sum of \$ \_\_\_\_\_ .00 as a security and damage deposit to be returned to the TENANT at the expiration of the term of this lease if possession of said premises be delivered to the LANDLORD in such condition.

TENANT waives all right to any and all interest that may be paid or accrued on the Security and Damage Deposit and Advance rents. The LANDLORD shall use the Inspection Report, as well as other methods to determine if the premises are in good order and repair when the TENANT vacates. The LANDLORD has a maximum of sixty (60) days to return and/or make adjustments concerning the security deposit following the termination of the lease pursuant to the terms or termination of the TENANT'S obligations under the lease, whichever is later. **TENANT further acknowledges that the deposit may be used for cleaning and repairing damages to the premises if deemed necessary by the LANDLORD at any time before or after TENANT surrenders possession of the above property.**

TENANT may not use the Security & Damage Deposit to pay rent. LANDLORD shall have the right at any time, but without obligation to apply all or any part of the deposit toward curing any default of the TENANT. If LANDLORD does so apply the deposit, TENANT shall upon demand, immediately deposit with the LANDLORD within three (3) days, an amount of cash equal to the amount so applied, so that TENANT shall at all times have on deposit with LANDLORD, the amount herein specified as Security & Damage Deposit. Failure to pay said additional deposit constitutes a breach of this agreement and may subject TENANT to eviction at LANDLORD'S election.

The Security & Damage deposit or other like amounts received by the LANDLORD from TENANT pursuant to this lease shall be held by the LANDLORD without interest to the TENANT and disbursed accordingly to the terms of this lease and according to law. In the event the OWNER, his successors and assigns sell, lease, re-occupy or otherwise convey the property described during the term of this lease or subsequent lease-hold periods, TENANT hereby gives his consent to the OWNER, his successors or assignees, without the necessity of further consents by the TENANT, to transfer such funds to subsequent OWNERS, their successors or assignees. TENANT likewise holds the previous OWNER, his Broker or Agent, harmless from any claims for such funds lawfully transferred to subsequent OWNERS, successors or assignees.

\_\_\_\_ 4. **Utilities:** The TENANT shall pay for all utilities used on the premises throughout the term of the lease, except as otherwise noted herein, including but not limited to electricity, phone, gas/propane, garbage, alarm monitoring, cable, etc. and for all costs for connection or turning utilities on during the term of lease.

TENANT shall have the utilities changed to their personal account within one working day of commencement of this lease. TENANT is responsible for utilities. LANDLORD shall not be liable for any claim of damages, proximate or remote, or charge or refund of any kind whatsoever on account of such failure to furnish the services and facilities hereinabove set forth. LANDLORD shall not be obligated to supply electric light bulbs or replacement thereof.

UPON vacating, The TENANT will arrange final reading of meters for services with the utility companies to close out TENANT'S account, but WILL **NOT ASK FOR TURN OFF** of services to avoid damages to the property. TENANT shall be responsible for damages which may result in failure to supply the necessary utility services.

LANDLORD shall not be responsible for any damages caused by interruption of services due to storm, fire, acts of God, civil disturbances, order of any government authority, or any other reason beyond LANDLORD'S control.

TRASH HAULING: TENANT shall dispose of all trash/garbage on the property by a commercial waste disposal company. Weekly service may be obtained with companies listed in the telephone directory. Weekly trash service is TENANT'S responsibility.

\_\_\_\_ 5. **Use of Premises:** The TENANT agrees to use the premises as a residential dwelling only and that it shall not at any time be used by TENANT for the purpose of carrying on any business, profession, or trade of any kind.

\_\_\_\_ 6. **Occupancy/Assignment/Subletting:** It is expressly agreed and understood that the TENANT occupancy of said premises shall consist of \_\_\_\_ adults over age 18 and \_\_\_\_\_ children and the TENANT **may not** increase the number of occupants, except for casual visitors, without written permission of the LANDLORD.

TENANT agrees that the premises are to be used and occupied by TENANT, and those persons listed on the lease application for residential purposes only. No other persons, including guests, shall be allowed to reside in the premises for more than seven (7) days out of thirty (30) days, (not necessarily continuous) without the express written agreement of the LANDLORD. Permitting anyone other than those named in the lease application to live in subject premises is a violation of the Lease Agreement, and is cause for termination and eviction. **Increasing the number of TENANTS without written LANDLORD permission will immediately increase the rent \$150 per month, per person, effective on the first day that the additional person began residency and for the entire time the additional person resides in the premises. The increase in rent will not be considered a waiver of the TENANT'S breach of the lease and LANDLORD is entitled to proceed with an eviction action.** TENANT may not sublet any portion of the premises. TENANT may not assign this lease to anyone without written consent of LANDLORD.

\_\_\_\_ 7. **Pets:** The TENANT and/or TENANT'S guests shall not keep pets on the premises without the prior written consent of the LANDLORD. The TENANT assumes all liability and responsibility for any and all damages caused by such pet(s). Written consent is hereby granted only for the following pet(s) \_\_\_\_\_. The following pet deposit is/are required \$ \_\_\_\_\_. Pet rent is \$ \_\_\_\_\_ per month payable the first of every month and follows the same rules as paragraph 2. Rent. Pet Rent is entitled to compensate the LANDLORD for the increase in ordinary wear and tear caused by pets. The Pet Rent is not intended to excuse the TENANT from damages caused by pets above ordinary wear and tear.

The TENANT is fully responsible for any damage due to their animal to any person, other animals and property. TENANT will not hold LANDLORD responsible for any death or injury caused by or to any persons, other animals, or present occupying animals on the property due to authorized or unauthorized pet or animals on the premises. LANDLORD is not responsible for theft, assault or death of any animals.

\_\_\_\_ 8. **Maintenance/Modifications:** The TENANT shall be responsible for the interior maintenance and repair of said premises throughout the term of this lease. It is understood that the **TENANT shall be responsible for the breakage of any glass and damage to storm doors, screen doors, and window screens, unless such damage occurs by hail, fire, or explosion.** All MAJOR repairs and maintenance of the heating, plumbing, and wiring systems on said premises shall be paid for by the OWNER, 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 borne by the TENANT.

In all cases of damage where the TENANT or a TENANT'S guest is responsible for damage to the property, the TENANT will bear the cost. For those repairs necessary as a result of fair wear & tear, the LANDLORD will bear the

cost of repair. Normal wear and tear shall mean deterioration, which occurs without negligence, carelessness, accident, or abuse by TENANT.

**TENANT shall nevertheless be responsible for normal wear and tear repairs (up to \$100) at TENANT'S cost.** All repairs that are the obligation of the TENANT shall be reported to LANDLORD immediately. All normal wear and tear work requests in excess of \$100 or repairs that are the responsibility of the LANDLORD must go through LANDLORD and either be approved by the LANDLORD or made by the LANDLORD. **Any repairs not approved by LANDLORD and paid by TENANT, will not be reimbursed by LANDLORD.** LANDLORD shall make any repairs, replacements, restoration, in and about the premises or to any fixtures and equipment when such are needed in LANDLORD'S sole discretion. TENANT may not obstruct LANDLORD from having those repairs made. If any such repairs, replacement, or restoration so made by the LANDLORD have been deemed necessary, the expense thereof shall be borne by the LANDLORD. If such expenses are necessitated by the negligence, misuse, or misconduct of the TENANT, which shall be determined by LANDLORD, and evidenced by statement rendered to TENANT, the expense shall be borne by the TENANT and shall be payable to LANDLORD upon delivery of any such statement.

If arrangement for repairs has been made with TENANT and TENANT is not available or refuses to allow access when service is to be performed, the TENANT will be responsible for service call charges. The following are examples of TENANT'S obligations for maintenance and repair under this Lease Agreement but are not exclusive: **TENANT is responsible for fireplace and/or wood stove cleaning. Extermination of insects and/or rodents is TENANT'S responsibility.** TENANT to bear cost of plumbing stoppages and damage caused by foreign or improper objects not caused by LANDLORD negligence in lines exclusively serving the property. (Problems must be serviced by a professional company.) TENANT agrees not to use abrasive powders to clean tub/shower. **TENANT agrees to supply and change heating and air-conditioning filters on a monthly basis.**

       **8a. Convenience Items:** Items on the premises for the convenience and enjoyment of the TENANT such as washer, dryer, hot tub etc., are to be maintained and the cost of repair or maintenance is to be borne by the TENANT. If these items fail, they will be removed at LANDLORD expense and not necessarily replaced. No reduction in rent will be permitted by TENANT due to the removal of these items. All such items shall remain on premises when TENANT vacates, or an amount equal to the replacement cost will be owed by TENANT.

       **8b. Modifications:** Tenant shall cause no alterations to any part of interior or exterior of the property. Painting of the interior/exterior of the property or construction of any kind inside/outside the premises is not authorized. In the event TENANT desires to add to the premises any device such as a television satellite dish, internet access device, cable TV wiring, or any other such device or system requiring modifications to the property such as hole drilling, digging, or hardware mounting, the plan to add must be approved by LANDLORD prior to such installation. This includes the altering of any woodwork, floors, ceiling or walls; or the installation, altering or changing of any light fixtures.

       **8c. Lawn & Landscaping:** TENANT is responsible for the maintenance, repair, upkeep, and appearance of the lawn, shrubs, plants and trees on said property. Sufficient pruning, watering, mowing, fertilizing, aerating, and weed control as is required to maintain a neat and healthy appearance of the premises at all times.

When the property contains an automatic sprinkler system, its operation is considered a convenience for the TENANT. It being inoperable does not preclude the TENANT from ensuring the lawn is properly watered. Repair of the system may or may not be deemed economical. Should the sprinkler system be operational, TENANT is responsible for the proper use, care, and maintenance of the system which includes but is not limited, to the replacement of broken heads, and any and all cost due to freeze damage. TENANT is responsible to water lawn and shrubs using TENANT'S hose and sprinkler head while sprinkler system is winterized. LANDLORD will turn on sprinkler system each May and turn off sprinkler system each September or October at LANDLORD'S expense. In the event the TENANT turns on the sprinkler system early or at any time after it has been winterized, TENANT will be responsible for any and all repairs.

The TENANT is advised that hoses should be disconnected from faucets after use during winter months. The failure to do so can result in pipes within the house freezing. Any repairs to the outside faucets or interior pipes necessitated by the TENANT'S negligence, shall be at TENANT'S expense.

TENANT agrees to remove snow and ice from driveway and sidewalks on premises and assumes liability for any damage or injury caused to any person as a result of their failure to do so.

8d. Since the TENANT has been made aware of the necessity of proper lawn/yard care, if in the opinion of Landlord, the lawn/yard is not being properly cared for, and the TENANT has been notified of such, verbally or in writing, the LANDLORD is entitled to engage the services of a third party to properly care for the lawn/yard. Such cost of these services will be borne and paid for by TENANT immediately.

9. **TENANT Behavior/Noise Control/Vehicles:** TENANT agrees, as a condition of his tenancy that all persons occupying or visiting the premises will conduct themselves in a quiet, orderly and lawful manner. Failure of TENANT to behave in this manner could make TENANT subject to eviction by LANDLORD. TENANT shall not permit any activities that obstruct, interfere with, or infringe on the rights of other persons near the Property.

TENANT shall not store any hazardous or noxious materials on the property. TENANT shall not permit the Property or any part of the property to be used for any activities that are offensive, noisy, or dangerous, or otherwise constitute a nuisance. TENANT shall not commit any criminal act on the property or allow any criminal act to be committed on the property. Tenant is also required to report any Criminal acts committed on the property to the appropriate authorities. If police are called to respond to this property for any other reason other than an emergency, TENANT is subject to immediate eviction.

TENANT shall not have more than [REDACTED] vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats) on the property unless authorized by LANDLORD in writing. TENANT shall not park any vehicles in the yard (excluding driveway or designated parking areas) and all vehicles must have current tags. TENANT shall not store any vehicles on or adjacent to the Property or on the street in front of the Property.

LANDLORD shall have the right to remove any vehicle from the premises which LANDLORD deems unsightly or objectionable, or which may constitute a hazard or nuisance, at the expense of the TENANT, after first having given three (3) days written notice to the owner of said vehicle to remove same. In the event LANDLORD cannot, after reasonable diligent search and inquiry locate the owner, LANDLORD may remove and dispose of said vehicle.

10. **Right to Reenter:** The Landlord may enter upon the leased premises at all reasonable times during the term of this lease for the purpose of repairs and inspecting the property. The Landlord will attempt to give 24 hours notice if possible. The notice may be by telephone message, e-mail, or posting upon the premises. If after attempting to give notice to the TENANT, the LANDLORD has not been able to give notice to the TENANT personally, LANDLORD or LANDLORD'S contractor will use a key or other methods to gain entry to premises for repairs or inspection.

The LANDLORD shall have the right to show the premises to prospective TENANTS during the last sixty (60) days of the term of this lease, even if the TENANT is not present, or show the premises to potential purchasers at reasonable times, during the last sixty (60) days of the term of this lease should the property be placed for sale. LANDLORD may display a "For Sale" or "For Rent" sign in yard. TENANT agrees to cooperate with all showings and to provide all TENANT phone numbers to LANDLORD.

If TENANT refuses to cooperate in showing the premises and the refusal results in damages to the LANDLORD through delay in rental or otherwise, the LANDLORD shall be entitled to offset such damages against the Security Deposit. It is expressly understood that the TENANT will give thirty (30) day written notice to LANDLORD one month prior to end of the rental period declaring TENANT intention to either vacate the premises or hold-over, even when on a month to month tenancy.

If TENANT fails to return keys or garage door opener(s), OCCUPANCY BY TENANT is assumed to continue and rent will be charged accordingly.

11. **Inhabitability:** Should the above described premises be destroyed or rendered uninhabitable through no act or fault of the TENANT, whether by fire, act of God, or otherwise, then this lease may be forthwith terminated by the TENANT or OWNER at their option. In the event the lease is not terminated, the TENANT'S obligations under the lease shall be abated until the premises are repaired to a habitable condition, whereupon the TENANT'S obligations shall resume for the remainder of the lease term.

\_\_\_\_\_ 12. **Default:** If default is made by TENANT in the timely payment herein reserved, or any part thereof, or other monetary obligations or charges under this lease agreement, or if TENANT shall fail to fully observe or fully perform any of the conditions or agreements herein contained, then TENANT shall be deemed guilty of an unlawful detainer under the laws of the State of Colorado and shall be subject to eviction and removal with due process of law. In the event default is made by TENANT, or if TENANT shall vacate the premises, then and in that event, it shall be lawful for the LANDLORD at his election, with or without prior notice, to: (a) reenter and repossess said premises, without thereby terminating this lease agreement, to remove therefrom any personal appurtenances or fixtures on or about said premises as necessary at TENANT'S expense, without prejudice to any claim for rent or breach of covenants hereof, provided, however, that in the event Landlord is able to re-let the premises, TENANT shall be liable for the sum equal to the difference between rental charges and other charges agreed upon herein, plus the cost of necessary alterations, repair, replacements, and expenses incurred in re-letting, (see paragraph 15), reduced by that which LANDLORD realized from such re-letting, or (b) terminate this lease agreement and reenter and repossess said premises and to remove there from any personal property left therein by TENANT, and to either store or dispose of same at LANDLORD'S sole election.

In the event any notice is given by LANDLORD to TENANT, the same shall not be construed to manifest LANDLORD'S intent to terminate this lease agreement, and Landlord expressly reserves the right to collect the rent due under this lease agreement for the balance of the term herein whether or not LANDLORD is given the right of possession by a Court of competent jurisdiction. Rights and remedies hereby created are cumulative and the exercise of one remedy shall not be taken to exclude or waive the right to exercise another right or remedy.

In the event of any violation of this lease agreement by TENANT, TENANT agrees to pay all expenses incurred by LANDLORD including, but not limited to court cost and attorney fees. TENANT agrees to pay all attorney fees resulting from violation of this lease agreement, but in no event less than TWO HUNDRED DOLLARS (\$200.00). TENANT shall pay for any cost incurred in serving any legal notice. If LANDLORD shall be caused to serve upon TENANT, or have posted on the front door of the rented premises a written (3) three-day notice of "DEMAND FOR RENT OR POSSESSION OF PREMISES", and if at the expiration of the said notice period, TENANT has not paid the rent and costs, or quits the premises, LANDLORD may change locks on all doors leading to the TENANT'S premises and TENANT waives any rights, claims, or causes of action TENANT may have at law or in equity or under statute against LANDLORD or agent thereof.

**CREDIT REPORT:** As required by law, TENANT is hereby notified that a negative credit report reflection on TENANT'S credit history may be submitted to a credit reporting agency if TENANT fails to fulfill credit obligations.

\_\_\_\_\_ 13. **TENANT'S Personal Property:** TENANT understands that in the event the payment of rents or charges are not made current and fall into arrears, the LANDLORD shall and will be entitled to LANDLORD'S LIEN and may take possession of said non-exempt property at any time without breach of peace.

In the event TENANT vacates the premises, including abandonment of the premises under any circumstances or eviction from the premises, TENANT agrees to waive title, interest, or rights s/he may have in and to any personal property left or remaining on the premises, unless LANDLORD agrees in writing to the contrary prior to the termination of the TENANT'S possession of the premises. In giving this waiver, TENANT authorizes LANDLORD to dispose of said property in any matter at TENANT'S expense, without notice and without any liability to LANDLORD.

\_\_\_\_\_ 14a. **Holdover and Notice to Vacate:** Occupancy by tenant of the premises beyond the initial or any extended terms of this lease without a written extension agreement with LANDLORD, shall not be deemed as a renewal of this lease for the whole or any part thereof, but same shall automatically be deemed to constitute a month to month tenancy with rent increased as set forth below. All other conditions of this lease shall remain in full force n effect during such hold-over term. Should TENANT vacate later than on the last day of this lease, the RENT WILL NOT BE PRO-RATED to daily occupancy, but the lease shall have converted to a month-to-month lease with rent payable at a full month's rent.

Any written notice called for by the terms of this lease shall be mailed to the respective parties at their address given herein. This lease is subject to any additional provisions appearing in paragraph 27 and on the addendum, if so attached. If TENANT vacates before lease expires, whether voluntarily or through legal process, this will be considered a breach of the lease and TENANT will remain responsible for utilities, advertising fees, lawn care (if applicable), all other lease obligations, and the total lease amount until the property is re-leased. In addition, TENANT will pay a lease breaking fee equal to fifty per cent (50%) of one month's rent to compensate LANDLORD for the additional time and effort resulting from the TENANT'S breach. TENANT will also remain liable for any rent

shortage for the remainder of the lease term if the premises must be re-leased at a less favorable rate than the current leased rate.

\_\_\_\_ 14b. It is agreed that if the property owner wishes to reside in the property at any time during this lease, the LANDLORD shall have the right to terminate this lease by giving TENANT at least a sixty (60) day notice in writing, whereupon the TENANT shall vacate and surrender possession of the premises to the LANDLORD on the termination date. TENANT shall remain liable for rent until the new termination date.

\_\_\_\_ 15. **Lease Renewals or Extensions:** Any renewal or extension of this lease must be in writing and signed by all the parties hereto, their successors or assigns, Should TENANT continue in possession of the leased premises after the expiration date of this lease, without a written extension or renewal thereof, such possession shall be deemed on a month to month basis only and then the monthly rent rate will increase by \$150.00. If deemed acceptable by both parties, TENANT will have the right to extend the lease at the completion of the twelve (12) month lease for another twelve (12) months prior to advertising said property as "For Rent."

\_\_\_\_ 16. **Taxes & Insurance:** Insurance is carried by the property owner of the property solely for the owner's LIABILITY and DWELLING. It is advised that the TENANT obtain a "Renter's insurance policy" to cover personal property along with waterbed coverage as appropriate and liability in the event of loss. LANDLORD reserves the right to require TENANT to obtain such insurance.

TENANT will be responsible for insurance coverage on TENANT'S personal property and for TENANT'S liability insurance. The LANDLORD through the property owner shall pay real property taxes accruing on the above described property throughout the term of the lease and shall further pay for all insurance premiums on insurance obtained by the owner insuring the improvements at the above described address.

\_\_\_\_ 17. **Military Clause:** It is expressly agreed that if the TENANT as an active member of the U.S. Armed Forces should receive official orders for PCS or are deployed for 90 days or more relieving the TENANT from station, the TENANT may terminate this lease upon thirty (30) days written notice to LANDLORD of TENANT'S intention to do so accompanied by a copy of said official military orders and termination shall become effective thirty (30) days after the first date on which the next payment is due.

If TENANT fails to provide LANDLORD with a copy of official orders, TENANT shall be considered breaking his lease and shall still be subject to the terms described in paragraphs 13 & 15 of this lease agreement.

\_\_\_\_ 19. **Changing Locks:** If TENANT changes the locks, the LANDLORD must be notified and a key to the new lock must be given to the LANDLORD. If the LANDLORD is not given a key, the TENANT will be responsible for all costs to re-key the locks.

\_\_\_\_ 20. **Special Conditions:** TENANT understands that s/he is responsible for the professional shampooing of the carpets to the satisfaction of the LANDLORD upon termination of the lease and vacating the property. TENANT will provide a copy of a receipt for such carpet cleaning services to the LANDLORD. If none is provided, LANDLORD will have carpets cleaned, or re-cleaned at TENANT'S expense.

\_\_\_\_ 21. Whenever used herein, the singular shall include the plural and any use of any gender shall be applicable to all genders.

\_\_\_\_ 22. This lease agreement shall bind and benefit alike the heirs, successors and assignees of the respective parties hereto.

\_\_\_\_ 23. TENANT hereby acknowledges notification that if this property was built prior to 1978, it may contain lead-based paint, and the attached addendum is part of this agreement.

\_\_\_\_ 24. TENANT hereby acknowledges receipt of a PROPERTY INSPECTION REPORT and a lead-based paint addendum if applicable.

\_\_\_\_ 25. TENANT agrees to abide by any residential neighborhood covenants and restrictions, or if premises is an apartment or townhouse by the rules and regulations of the apartment building or by the Declaration, Covenants, Restrictions, and/or rules and Regulations of the community. Failure to abide by said documents shall be treated as a breach of this lease agreement. (TENANT has received a copy of covenants for TENANT'S compliance if applicable).

\_\_\_\_26. **OWNER'S Personal Property:** TENANT hereby acknowledges that the following personal property has been left for the use of the TENANT and will remain with above named property upon the termination of this lease agreement: \_\_\_\_\_

\_\_\_\_27. **ADDITIONAL PROVISIONS:**

TENANT shall not smoke in the house nor permit any members of the TENANT'S family or any invitee, contractor or other person acting under TENANT'S control to do so.

\_\_\_\_28. TENANT is not to contact the property owner for any reason.

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**IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first written above.**

***THIS IS A LEGAL DOCUMENT. IF NOT UNDERSTOOD, LEGAL, TAX, OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.***

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TENANT

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TENANT

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\_\_\_\_\_  
TENANT

\_\_\_\_\_  
MARY CALVERT MANAGEMENT  
AGENT OF THE OWNER

Deposit Received: \_\_\_\_\_

Rent Received: \_\_\_\_\_