

Neil Gardner
319 Marble Island Road
Colchester, Vermont 05446
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This lease made this _____ day of _____, 20____ by and between Neil Gardner of Colchester, County of Chittenden and State of Vermont (hereinafter called) (LESSOR)

and

resident of Burlington, County of Chittenden and State of Vermont (hereinafter called) (LESSEE)

• The Lessor does hereby rent and lease to the Lessee(s) and the Lessee(s) the following described space (hereinafter call) (PREMISES):

Apartment No. _____ located at

Burlington, Vermont.

• To have and to hold the same or the term beginning on the _____ day of _____, at midnight, unless sooner terminated as hereinafter provides and terminating on the _____ day of _____, 20_____.

• Lessee shall pay to Lessor at its office at 319 Marble Island Road, Colchester, VT 05446 a monthly rental of \$_____ (dollars) on or before the first of each month. A discount of \$_____ (dollars) per month will be granted for rent payment received at Lessor's office on or before the first of each month. Rent will be paid by cash, credit card or good check, in the form of a single payment (one check).

The Lessee shall pay the Lessor at the commencement of the term, a security deposit equal to one month's rent for the initial term; in addition, the first month's rent shall be paid in advance.

The security deposit shall be refunded at the end of the lease term when all the conditions of the "Security Deposit Agreement: are met. That agreement is a condition of this lease. Security deposit will be refunded and sent by certified mail to a forwarding address provided by the Lessee, with fourteen (14) days.

The security deposit is not intended to be the last month's rent. The last month's rent is to be paid on or before the fist of that month.

The City of Burlington requires Lessor to pay a fee of \$110.00 per unit annually, to ensure units meet minimum housing standards. Lessor provides dwelling that exceed minimum housing standards. Lessor inspects dwellings annually. Therefore, the City fees are passed directly on to the Lessee. The Lessee must pay a yearly fee of \$110.00 each year on the date the lease is signed. All of the tenants hereunder, are jointly and severally liable for the performance of all obligations hereunder.

• If the Lessee shall default in the payment of rent by the first of each month and fails to cure such default within ten (10) days, a "Notice To Pay Rent Or Quit" will be served by a Sheriff or Owner. If Lessee is in default and fails to cure such default within fourteen

(14) days after receipt of written notice, then Lessor, may at once terminate this lease by written notice to Lessee, where upon this lease shall end. Upon termination by Lessor, Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects there from; and Lessor may reenter the premises and remove all persons

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and effects from within, using force as may be necessary without being guilty of trespass, forcible entry or detainer or other means. Lessee will be responsible for all expenses to remove their belongings and storage fees.

- If any rent owing under this lease is collected by an attorney, Lessee agrees to pay attorney's fees. If Lessee shall withhold rent as a result of failure of the Lessor to comply with the terms of this lease, the Lessee shall not be obligated to pay attorney's fees.
- Lessor agrees that by paying the rent and performing the conditions of the lease, the Lessee shall peacefully and quietly have, hold and enjoy the leased premises for the agreed term. Lessor shall not be responsible for any of Lessee's personal property that is in the apartment or stored in the common storage area of the building in which the apartment is located.

7. Lessee agrees to sixty (60) days prior to the end of the lease term, give Lessor written notice of Lessee's intention to either renew or to terminate tenancy of the apartment at the end of lease term. Failure to give this notice of intention will cause Lessee to forfeit security deposit money. If the Lessee remains in the apartment, without express agreement, the Lessee shall be a tenant at will at the rental rate in effect at the end of the lease. Premises are to be occupied by only those people who have signed this Lease and their minor children.

8. Lessor may enter the Premises upon giving 48 hours written notice or verbal notice at reasonable hours to show the apartment to prospective purchasers or tenants, to inspect the Premises to see that Lessee is complying with all its obligations and to make repairs or repairs to adjoining property. At no time shall Lessee change or add locks to the premises. Lessor may enter the premises, without notice, under emergency situations.

9. If Lessee terminates this Lease Agreement prior to its expiration date and Lessor is unable to re-rent the apartment, the Lessee is responsible for all terms of the agreement. This will included and not be limited to rent and utilities. Responsibility of the Lessee ends upon termination of the lease or by written agreement of the Lessor.

10. No termination of this Lease prior to the normal ending thereof by lapse of time, or otherwise, shall affect Lessor's right to collect rent for the period of the lease, except by condemnation, destruction or as otherwise provided for in this lease.

Termination of the Lease prior to its expiration date, is only allowed when the following condition are met and written agreement is granted by Lessor:

- A) Lessee must give sixty (60) days written notice by certified mail, prior to the next rental period (first of month). Under no circumstance, will a verbal notification be accepted.
- B) Lessee must secure a tenant to fulfill the remaining term of the Lease. This person must fill out an application and upon its review by Lessor and acceptance, must sign a Lease separate from the current lease held by the Lessee.
- C) The new resident must meet all the conditions of the "Security Deposit Agreement" and pay an amount equal to one month's rent, plus the first month's rent and inspection fee.
- D) The new Lessee must accept the apartment in "As Is" condition.
- E) A fee equal to one-half of one month's rent will be charged to the current Lessee for early termination of the Lease.

Failure to abide by these conditions can result in suit being filed in Small Claims Court by the Lessor, to recover damages and filing with the Credit Bureau of Vermont.

At no time during the period of this Lease Agreement, with the Lessor change the terms of the agreement.

11. Lessee shall use and occupy the Premises for residential purposes only. Lessee shall not allow more than twelve (12) people in their apartment at one time. "Parties" are only permitted when a written request, fourteen (14) days prior to the event is presented to the Lessor and permission is granted in writing from the Lessor. The following conditions must stipulated in the letter requesting permission:

- A) Date of party
- B) Time beginning and time ending
- C) Number of guests
- D) Entertainment provided
- E) Will common area be used?
- F) Contact person's name and phone number

When a party is granted by written permission from Lessor, all immediate neighbors must be notified in writing by the Lessee, including the before mentioned information. A copy of the "City of Burlington Noise Ordinance", must be posted in a prominent accessible site. All terms of this ordinance and the lease agreement must be abided by, by the Lessee, as well as all their guests, while in the premises and on the grounds of the Lessor. There shall be no consumption of alcohol on the premises, by those not of legal age to drink. Kegs of beer are not allowed on the premises. Failure to abide by these terms by Lessee, as well as guests, can result in eviction. Lessee and their guests, at no time shall in no manner create any nuisance or trespass, not vitiate the insurance or increase the rate of insurance on the premises.

If at any time during the term of this lease, the use of the Premises should become prohibited, limited or restricted by any law, rule, regulation or ordinance the Lessee may at its option, termination the lease by giving Lessor written notice sixty (60) days prior to the fact, provided Lessee has not done or caused to be done anything which would contribute to or cause such prohibition, limitation or restriction. Lessee shall not conduct any activity upon the premises, which is unlawful, hazardous, or shall institute waste. Nor, shall the Lessee, conduct any activity which will effect the Lessor's Certificate of Occupancy, Zoning Permit or Environmental Permit for residential use or violate any minimum housing ordinances. Lessee should not change or add any devices to showerheads, faucets, or toilet facilities. Lessee must keep smoke alarm(s) in working order. Violation of the City of Burlington Noise Ordinance is unlawful.

12. The Lessee, by taking possession of the Premises, shall be held to have accepted the leased Premises as suitable for the use intended by the Lessee. The Lessor shall not be required to make any repairs and improvements necessary for tenant ability. The Lessee shall make no alterations in or additions to the Premises without written permission from the Lessor. Which shall not be unreasonable withheld, and which shall be the sole cost of the Lessee. LESSEE AGREES TO KEEP THE APARTMENT IN A CLEAN AND NEAT MANNER. At anytime the Lessor determines that the apartment is not being kept in this manner, he may at his discretion, upon giving the Lessee seven (7) days written notice, hire a professional cleaning service to clean the premises, at Lessee's expense. The Lessee is responsible for not causing undue damage, wear and tear, mess to the common areas, including the yard and rubbish receptacle areas. Lessor agrees to maintain the structure in good repair and serviceable condition, including the exterior surfaces, plumbing, heating and ventilation. Garbage disposals are to be used in a proper manner, with only acceptable garbage. Damage caused by misuse will be charged to the Lessee.

13. Lessee shall not paint any part of the premises, nor shall they paint or place signs upon the

inside or outside of the Premises. Lessee may hang pictures, paintings, mirrors or others such ornamental furnishings with pin type hangers.

Lessee shall make no alterations to the premises, doing so is a violation of this agreement and will result in the forfeiture of said alterations. All improvements within the premises must be removable without damage.

Lessee shall not park any vehicles other than registered automobiles, trucks or motorcycles within the parking area without a parking sticker provided by Lessor, and placed by Lessee in the rear window of vehicles or back fender of motorcycles. Lessee is allowed the following number of parking spaces _____. Visitors must park off premises. Boats, campers, trailers, R.V.'s cannot use parking areas unless written permission is provided by the Lessor. Cars must be parked on parking surfaces only, in an orderly manner. Stacked parking is prohibited. Lessee must keep parking area neat and clean of oil, transmission, and hydraulic and other lubricants. Repairs to automobiles in the parking area taking more than one (1) day, are prohibited. Any violation of these terms will result in vehicles being towed at the owner's expense.

14. Lessee may not, without prior written consent of the Lessor endorsed hereon, assign this lease or any interest there under or sublet the premises or any part thereof, or permit the use of the Premises by any party other than the signed Lessee, which consent shall not be unreasonable withheld. Written notice must be made thirty (30) days, prior to sub letter taking possession of the apartment. Sub letter must apply with the Lessor, providing residential references, work references, and financial disclosure, which will be reviewed by the Lessor and are subject to refusal by Lessor. Lessor upon his sole discretion can terminate the lease agreement with the Lessee, which a sub letter is approved for tenancy. Assignees shall become liable to the Lessor for all obligations of the Lessee hereunder, and must sign the lease agreement in the office of the Lessor prior to taking tenancy.

15. If the premises are totally destroyed, or so substantially damaged as to be untenable by any act of God, fire or other casualty, this lease shall terminate as of the date of such destruction and rental shall be prorated as of that date. If the Premises are damaged but not rendered wholly untenable by any such casualty, rental shall abate to such proportion as to the use of the Premises. Lessor shall restore the Premises to same condition as before damage as speedily as possible, where upon full rental shall commence.

16. If the entire leased Premises or any portion thereof become unusable by condemnation by any legal authority, then the term hereby granted shall cease from that moment and rental shall be prorated. If condemnation is the result of tenants actions or lifestyle that will immediately vacate the apartment and their lease will be terminated. They will be accountable for all damages and lost income.

17. Lessee agrees that all personal property brought into the Premises, including common areas, shall be at the risk of the Lessee only, and that the Lessor shall not be liable for the theft or damage of such property. Lessee shall carry no less than Five Thousand Dollars (\$5,000.00) coverage for personal property (Renter's Insurance Policy).

18. Lessee acknowledges that Lessee shall be responsible for all utilities, including but not limited to, electricity, sewer tax and rubbish removal. All utilities must be kept current. Failure to pay utilities, resulting in discontinued service, will result in a breach of the lease, termination of the lease agreement. Past due balances owed to Lessor for utilities, nullifies all discounts.

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19. The Lessee shall at its own expense keep and maintain the Premises, appurtenances and every part thereof, in good order and repair. Lessee shall vacuum, wash floors, bathroom fixtures and kitchen appliances, on a regular basis. Failure to maintain the premises in a neat and orderly manner can result in the Lessor notifying the Lessee in writing of the violation. Failure to comply

within seven (7) days can result in the Lessor contracting a cleaning service to perform such duties at the Lessees' expense.

Lessee shall at once report in writing to Lessor any defective condition, which the Lessor may be required to repair and the failure to report such defect, shall make the Lessee responsible for damages resulting from such defective condition. The Lessee may, fourteen (14) days after notice has been given in writing to Lessor, perform or hire to perform the necessary repairs on the Lessor's behalf, and any sums paid by the Lessee for such repair shall be deducted from the following month's rent, upon presentation of receipts and confirmation that the work was done in an acceptable manner. Any damages resulting from the Lessee's neglect, misuse or unapproved alterations, shall be repaired by the Lessor immediately and Lessee shall pay for said damages immediately. These repairs are not paid out of the security deposit money. Failure to pay such bills, are treated as past due rent and all discounts are forfeited. Bills over thirty (30) days can result in termination of this agreement. Lessee shall comply with all local and state fire regulations. It is the Lessee's responsibility during their period of tenancy to: KEEP ALL SMOKE ALARMS IN WORKING ORDER AND TO NOTIFY IMMEDIATELY THE LESSOR OF ANY MALFUNCTION.

20. Lessee agrees to hold the Lessor, not responsible for any claim for damages to person or property due to the Lessee's occupancy of the Premises. All expenses incurred by the Lessor, due to the acts of the Lessee, including attorney's fees and court costs are to be born solely by the Lessee. Lessee further shall be liable for and shall hold Lessor harmless in connection with damage or injury to Lessor, the Premises, and property or persons of the Lessor's other tenants, or anyone else, if due to neglect of Lessee, or anyone in its control. Lessee should carry insurance to cover such exposure.

21. If written permission is granted, an addendum to the lease is made in the form of a Pet Rental Agreement.

Keeping pets without permission will result in immediate removal of the pet and termination of the lease agreement.

22. At the termination of this lease, Lessee shall surrender the Premises and keys to the Lessor in the same condition as at the beginning of the term, normal wear and tear only accepted Lessee must follow the terms of "The Security Deposit Agreement". Those terms are as follows:

- A) Proper notification has been made. Thirty days prior to last month on the lease.
- B) Entire apartment cleaned, including but not limited to range, refrigerator, bathroom(s), closets, cabinets, storage areas and carpets shampooed.
- C) All rent, utility bills, disallowed discounts and damage charges must be paid.
- D) All debris, rubbish and discards are placed in proper rubbish containers, fees for move out items left at dumpster, will be charged to Lessee accordingly.
- E) Forwarding address must be left in writing at Lessor's office.
- F) Any items left by the Lessee, are not the responsibility of the Lessor and will

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23. Heat must be kept at a minimum of 55 degrees (55F) from October 15th through May 1st. Heat must not be turned off in any single area (room), of the Premises between these dates. Damages resulting from negligence, as determined by Lessor, will be the sole responsibility of the Lessee, both to the Lessee's premises, as well as neighbor areas affected by this negligence. Furthermore, failure to comply will result in the immediate termination of this lease agreement and forfeiture of all security deposit money.

24. Lessee agrees to pay \$_____ per month for rubbish removal, due and payable with that month's rent. Lessee agrees to recycle rubbish and assumes responsibility of getting rubbish

to proper location. In the event that Lessee has any extraordinary refuse or garbage removal needs they must call Lessor for removal at their expense.

25. Lessee(s) agrees to pay the entire rent amount, by cash, credit card or good check. Including any utilities, which are payable to the Lessor. Returned checks will be charged \$50.00 to the Lessee and discounts forfeited. Lessee must cover all returned checks with cash or back check the same day lessee is notified by Lessor. Lessor will demand payment in the form of cash or bank check at his sole discretion, if at any time during the lease term the Lessee has a returned check.

26. "Lessor" as used in this lease shall include the first party, it's successors and assigns entitled to the Premises. "Lessee" shall included also, Lessee's assignees, subleases or Co-signees as to the Premises covered by such assignment or sub-lease.

27. In so for as the attached special stipulations and addendum if any conflicts with the foregoing lease agreement occur, the provisions of the special stipulation and addendum shall have precedence.

28. Lessee agrees at its own expense to promptly comply with all requirements of the lease agreement.

Any and all remedies provided to Lessor for the enforcement of the provision of the lease are cumulative and not exclusive; Lessor shall be entitled to pursue either the rights herein or remedies authorized by law or both. Lessee shall be liable for any cost or expenses incurred by Lessor in enforcing any terms of this lease, or in pursuing any legal action for the enforcement of Lessor's rights.

29. The following is the Burlington Noise Ordinance Code, which must be adhered to at all, times:

"Sec. 22-16 Loud radios and other sound-producing devices regulated."

"No person shall use or operate any radio, phonograph, musical instrument or other sound-making or sound-producing device in such a manner as to disturb the quiet or repose of any person in the vicinity thereof to the detriment of the repose of health of such person. No person shall produce or allow to be produced by means of such devices unnecessarily loud sounds, nor use or operate such devices at unreasonable hours. The hours between 11:00PM and 7:30AM shall be deemed unreasonable whenever any person shall make complaint of disturbance during such hours." (Rev, Ords. 1962.(3501)

Charter reference-Power of City Council to prevent noise (48(V)_"

Failure of the Lessee, their guests, or assigns to bide by the terms of the "Ordinance" will result in the immediate termination of this agreement. Any citation brought forth by

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local or state law enforcement agencies, will be deemed a violation of both the lease agreement and the "Ordinance".

30. Lessee must within seven (7) days of taking occupancy of the Premises, provide to the Lessor a complete and detailed list of any deficiencies with premises. These deficiencies will be corrected and this list filed with the lease agreement and security deposit agreement, so that at time of departure, Lessee will not be charged for those deficiencies. Failure to provide such a list will result in charges against Lessee's security deposit.

31. Exterior of Premises: There will be no personal belongings or debris left on porches or grounds, including bicycles locked to porch railing. Exception: being, lawn furniture neatly stored on porches.

- 32. Lessee may not have grill on porch at any time. Grill must be on ground.
- 33. Lessee will be charged a \$75.00 dollar lock-out fee.

WITNESS whereof, the parties hereto set their hands and seal the day and year first above written.

LESSOR/OWNER

LESSEE SIGNATURE
