# HINSDALE PROPERTIES

294 N. Winooski Avenue Burlington, VT 05401
(802) 862-1148 / (802) 862-2350

L E A S E

THIS AGREEMENT OF LEASE is made and entered into this ____ day of _____, _____, between

1. _____ 4._____

2. _____ 5._____

3. _____ 6._____

hereinafter referred to as "Tenant," and Irene C. Hinsdale, hereinafter referred to as "Landlord." In consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. PREMISES. Landlord hereby leases to Tenant the following land and premises:

_____. Unless indicated otherwise, the premises shall be used as primary residence of Tenant(s) and not otherwise. Only the persons who have executed this Lease as Tenants, and their children, shall be considered as Tenants hereunder. It is the Tenants obligation to occupy the dwelling as a "functional family" as defined by the City of Burlington. No other persons may reside at or occupy the premises. Failure to comply is a violation of the lease and grounds for eviction.

2. TERM. This Lease shall start _____ and expire _____ at 12:00 NOON. The landlord's obligation to deliver possession of the premises is contingent upon the current occupant of the unit vacating the premises and moving all of their personal property from the unit. The parties to this lease acknowledge that failure of current occupant to deliver possession may delay the lease start date. Neither party may claim damages arising from this situation.

3. RENT. Tenant shall pay to Landlord as rent for the initial term of this Lease, $_____ to be paid in **twelve monthly installments of $ _____ on the** first of each month in one check. Rent is payable without demand or notice. Rents paid after the 5th of the month will be considered LATE and will incur a late charge of $20.00. Rents that continue to be late will incur and additional $20.00 charge on 10th, 15th, 20th and 25th. Accounts that become 30 days past due will be reported to the Credit Bureau as delinquent. Tenant agrees to pay a $25.00 insufficient funds charge for any returned checks plus late fees. Any increase of rent shall take effect on the 1st day of the new rental period following not less than 60 days actual notice before lease expiration. Actual notice shall be written notice which is hand-delivered or mailed to the Tenant's last known address.

4. SECURITY DEPOSIT. Landlord hereby acknowledges the receipt from Tenant of *$*_____ as a security deposit in the name of: _____. The security deposit shall secure the performance of the Tenant's obligations to pay rent and to maintain the premises. The Landlord may retain all or a portion of the security deposit for 1) nonpayment of rent, 2) damage and/or cleaning to the property of the Landlord unless the result of normal wear and tear, 3) nonpayment of utility or other charges which the Tenant is required to pay directly to the Landlord or to a utility, 4) Expenses, such as but not limited to, costs incurred due to tenant noncompliance of lease agreement, and 5) expenses to remove from the premises articles abandoned by the Tenant. The cleaning rate is $30/hour per person. Tenant agrees security deposit cannot be applied by the Tenant toward last month's rent. In the event of early moveout, Tenant agrees to pay a $300.00 early termination fee and pay rent and utilities until the premises is rerented plus all costs associated with the rerenting of the premises. Should there be any balance due after deducting the security deposit amount; Tenant will be expected to pay it in full within 30 days of notice of amount due. If the amount due is not paid in full after the 30 day period this amount will be turned over to Landlord's attorney and/or to the Credit Bureau for collection. If there is more than one tenant, the Landlord obligation to return security deposit shall begin when all of the Tenants under this Lease have vacated and/or abandoned the dwelling unit. The security deposit shall be returned to Tenant(s) specified above and will not be prorated. The attached inspection checklist shall be used to determine the physical condition of the premises for the purpose of refunding any or all of the security deposit.

5. UTILITIES. The Tenant agrees to pay all electricity, water and sewage, gas, and all other utilities and services connected with said premises; and the Tenant agrees to maintain heat continuously at a minimum of 55 degrees or above at least from September 15th until May 15th throughout the term of this agreement. If Tenant is away for a period of time, Tenant must make sure someone checks to make sure heat is maintained in the house. Any damage resulting from inadequate heat is the Tenant's responsibility. The Tenant agrees to supply any needed light bulbs and fluorescent tubes for their unit-connected light fixtures. Tenant may

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purchase these items through the Management Office. Tenant agrees to immediately pay the costs when billed for repairing any blocked toilet or drain lines from the leased premises when obvious blockage is due to Tenant mis-use. Tenant agrees to report any leaks or malfunctioning plumbing immediately.

6. PARKING SPACE. If a parking space is provided or rented, the Tenant shall park only in the designated space. This space shall be for registered, operable vehicles only. The Landlord will supply one parking sticker per space to be placed in the Tenant car rear window (no replacements will be given for lost or stolen stickers). Tenant agrees that Landlord can tow any car without a legal sticker at car owner's expense from that Tenant's space and Landlord can tow Tenant's car if parked in other than the designated space. The Tenant shall notify the Landlord or his agent in writing of any change in vehicle or license plate prior to parking in the space. Tenant agrees that if the rent for any additional parking space is not paid by the fifth (5th) of the month, the Landlord is authorized to have car towed from the parking lot at Tenant's expense.

7. ALTERATIONS. Tenant shall make no alterations, additions or improvements, including painting, to the demised premises without the prior written consent of Landlord. Tenant shall not change main locks to leased premises. If Tenant wishes to keep, have, maintain or install key entry locks on bedroom doors, it shall solely be at Tenant expense. It is agreed Landlord has no duty to it. Hasp locks are prohibited. If Landlord finds that such a lock has been changed or installed, Tenant is required to remove within 24 hours or Landlord will remove and charge Tenant. Tenant is allowed to use small nails or tacks only in small quantities. Tenant must remove all nails and other objects from the walls before vacating. If Landlord finds excessive damage to walls, Tenant shall pay for necessary repairs. Satellite dish installation is prohibited, unless permitted in writing by Landlord.

8. ACCEPTANCE OF PREMISES. Tenant has inspected the leased premises, and Tenant's acceptance or possession of the leased premises is conclusive evidence of receipt of them in good order and repair. Tenant and Landlord have inspected premises and agree upon condition based on "move in condition form" attached to and made a part of this Lease agreement. Tenant has verified that that there was no moisture damage or mildew contamination. Resident shall remove any visible moisture accumulation in or on the premises, including, but not limited walls, floors and ceiling. Tenant must use bathroom exhaust fan or open bathroom window when showering or bathing. Tenant agrees to notify Landlord promptly of malfunctioning fans. Tenant shall be held liable for damages sustained to premises or to occupants as a result of failure to comply.

Upon the termination of this Lease, Tenant shall thoroughly clean the premises and shall leave the premises and the improvements therein, in the same condition as at the commencement of this Lease. Any cleaning expenses incurred by Landlord to return premises to the same condition as when the Tenant moved in, allowing for reasonable wear and tear, shall be paid by Tenant.

9. ASSIGNMENT AND SUB-LEASING. Tenant shall not assign, mortgage, pledge or encumber this Lease, or the demised premises, or sub-let the whole or any part of the demised premises without Landlord's prior written consent.

10. HOLDING OVER. If Tenant should hold over and remain in possession of the leased premises after the expiration of this Lease, without Landlord's written consent, it shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a tenancy at will.

11. COMMON AREA. The sidewalk, entrance, hall, passages, stairways, and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose than those of ingress or egress from the demised premises. Tenant shall store belongings inside demised premises only. No trash is to be left outside the door. Tenant will be given 24 hour notice to remove items left outside demised premises and will be charged for removal of such items if request is not complied with. Grills are not allowed on porches.

12. REFUSE. Tenant shall dispose of all garbage and refuse in such a manner and at such times as Landlord shall direct. Tenant agrees to pay any additional costs for garbage removal above and beyond normal household trash. Trash is not to left outside apartment door. If trash is found outside unit, Tenant will be charged $30 plus labor charge.

13. ANIMALS. No dogs or ferrets shall be kept or brought on premises, or grounds (this includes “visiting” dogs). All other pets need to be authorized by Landlord.

14. TENANT OBLIGATIONS. It is the Tenant’s responsibility to maintain the premises and follow all operating instructions for the equipment and appliances therein. Failure to keep premises in a clean and orderly condition incl., but not limited to, allowing for insect or rodent infestation shall be grounds for eviction. Tenant shall be responsible for all extermination costs (including inspection costs), if it originates in his/her premises. Tenant shall not create or contribute to the noncompliance of the premises with applicable provisions of building, housing and health regulations, nor shall the Tenant do anything in or about the premises

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which might increase the insurance premiums on the building. Tenant must conform to City of Burlington Minimum Housing codes. Tenant shall use his/her premises in compliance with all state and local fire and safety codes, and shall not allow any gasoline or other combustible materials to be kept on the premises. The Tenant shall not deliberately or negligently destroy, deface, damage, or remove any part of the premises, building or common area or its fixtures, mechanical systems, or furnishings (this includes, but not limited to, smoke detectors and fire extinguishers) or deliberately or negligently permit any person to do so. Tenant agrees the demised premise excludes attics, basements, porches and hall closets. Tenant agrees to stay off roofs and out of open windows. Tenant agrees to hold Landlord harmless for injuries related to violation of this clause.

Tenant shall not permit any other person to occupy the premises or to have an additional occupant not agreed to in the Lease. Tenant shall conduct himself or herself and require other persons in the premises with the Tenant's consent to conduct themselves in a manner that will not disturb other Tenants' peaceful enjoyment of the premises or cause damage to the building. Tenant shall be responsible for guest's actions. Failure to comply with City of Burlington Noise Ordinance may result in city fines and eviction proceedings. Tenant shall not conduct himself, or permit others to conduct themselves in any activity which is illegal. If the demised premises are used for any illegal purpose by Tenant or their guest(s) this Lease is automatically cancelled without notice. Misrepresentation or falsification of information on the application is grounds for termination of the Lease.

Tenant agrees that at least one fully functioning smoke detector and carbon monoxide (CO) detector and one charged fire extinguisher exists in the premises at the start of this Lease. Removal of any fire protection devices is against the law and will result in fines to Tenant. Tenant agrees to test detectors once a week and replace battery when needed. If any detector does not work when tested, or detector or extinguisher needs to be replaced, Tenant agrees to report to Management Office at 862-2350. Tenant shall indemnify and hold Landlord harmless from any loss, cost, damage or injuries to persons or property caused by (1) Tenant's failure to regularly test the smoke and CO detector(s); (2) Tenant's failure to notify Landlord of any problem, defect, malfunction or failure of the smoke, CO detector(s) or extinguisher; (3) Theft of the extinguisher, smoke and/or CO detector(s) or removal of its/their battery/batteries; (4) Tenant's failure to comply with the terms.

The use of candles is prohibited. No open flame of any nature is allowed in or around apartment or building. Smoking is not allowed in building or common areas. Smoking is only allowed outside. Tenant must properly dispose of cigarette butts.

If the Tenant acts in violation of this Lease Agreement, it is grounds for termination of the Lease and commencement of an action for ejectment. This is a breach of contract and Landlord shall be entitled to full rent for the remainder of the lease. If it is necessary for the Landlord to retain an attorney to secure the Landlord's rights and remedies, the Landlord shall be entitled to recover from the Tenant reasonable attorney's fees so incurred, together with any damages, costs, and expenses.

The lease shall expire upon the expiration of the term unless otherwise renewed or extended in writing by the Landlord. Tenant must give Landlord a full 2 month's rental period notice before expiration of lease agreement to renew or not renew lease agreement.

There is a $10.00 charge per additional key. These keys can only be purchased through Hinsdale Properties. When this Lease ends, the Tenant agrees to return all issued keys to the dwelling unit to the Landlord. If all keys are not returned, Tenant will be charged $75.00 for a single lock change. If the premises require two or more locks, the fee will be an additional $25.00 per door lock. Tenant will be charged $75.00 if they are locked out of their premises and need to be let in.

15. REPAIRS AND MAINTENANCE. For repairs, regular maintenance and emergencies, Tenant agrees to contact Management office immediately. If an emergency occurs after office hours, call 862-2350 and a maintenance Technician will be contacted. Tenant shall promptly report to Landlord when any equipment, appliance, or part of the premises malfunctions or is in need of repair. Landlord shall be responsible for all repairs and maintenance with respect to the premises, building and common areas except such repairs and maintenance that are caused by the negligent, misuse, breach of lease or deliberate act or omission of the Tenant or a person on the premises with the Tenant's consent. This includes, but not limited to, damage caused by failure to follow operating instructions and/or damaged caused by failure to report a malfunction or needed repair. The Landlord shall make such repairs and replacements, and the costs shall be deemed owing to Landlord as additional rent and payable immediately. Tenant agrees not to contact an outside repair company without Landlord's permission. Arranging for alternate repair service will result in Tenant accepting full liability for repair and cost. Tenant agrees not to use a sharp instrument to defrost the refrigerator and/or freezer. If damage is done, Tenant will be charged to replace refrigerator. Maintenance rate is $40 per hour per person. If Landlord contracts out repair, it shall be at contractor's rate.

16. WAIVER. A waiver by Landlord of any default on the part of Tenant shall not be considered or treated as a waiver of any subsequent or other default.

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17. ACCESS. The Landlord may enter the premises with the Tenant's consent, which consent shall not be unreasonably withheld. The Landlord may enter the premises for the following purposes between the hours of 8:00 a.m. and 9:00 p.m. but on not less than 48 hours notice: 1) when necessary to inspect the premises; 2) to make necessary or agreed repairs, alterations or improvements, 3) to supply agreed services, 4) to exhibit premises to perspective or actual purchasers, mortgagees, Tenants, workers or contractors.

The Landlord may only enter the premises without consent or notice when the Landlord has reasonable belief that there is imminent danger to any person or to property.

18. HOLD HARMLESS. The Landlord shall not be liable to and the Tenant shall hold the Landlord harmless and indemnify the Landlord from injury or damages to persons or property occurring in or about the leased premises, unless caused by or resulting from the negligence or willful act of the Landlord or any of the Landlord's agents, servants or employees.

19. TENANT'S PERSONAL PROPERTY. Tenant shall protect his personal property with adequate personal property insurance. Landlord is not responsible for loss of or damage to Tenant's personal property.

20. ABANDONMENT OF PREMISES & UNCLAIMED PROPERTY. In the event the Tenant abandons the premises, i.e. is not current with rent and is not living full time at the premises, the Landlord may dispose of the Tenant's remaining personal property and fixtures as provided by law. Tenant agrees that Landlord will determine if abandoned property is of value or to be treated as trash. Property of value will be inventoried and trucked to storage by a mover or Landlord at his current labor and trucking rates. There will be a daily storage charge. All removal, trucking and storage charges must be paid before stored items will be released by Landlord or mover. After sixty days, the stored items will be disposed of by Landlord or mover and Tenant agrees to allow Landlord to dispose of stored items.

21. TIME IS OF THE ESSENCE. It is understood and agreed that time and strict performance of all of the terms herein, by the Tenant to be performed and reserved, shall be of the essence.

22. JOINT & SEVERAL LIABILITY. All the Tenants hereunder are jointly and severally (together and separate) liable for the performance of all of the obligations hereunder. Furthermore, this agreement shall be binding upon the heirs, assigns and legal representatives of the Landlord and Tenant hereunder.

23. PARTIAL INVALIDITY. If any term or provision of this Lease is held invalid or unenforceable, said invalidity shall not affect the remainder of this lease which shall remain valid and enforceable to the fullest extent.

The Tenants hereby assert that they are at least 18 years of age and acknowledge that they have read this entire agreement and understand its terms.

| | |
|---|---|
| _____ | _____ |
| Signature of Tenant | Signature of Tenant |
| _____ | _____ |
| (print name) | (print name) |
| _____ | _____ |
| Signature of Tenant | Signature of Tenant |
| _____ | _____ |
| (print name) | (print name) |
| _____ | _____ |
| Signature of Tenant | Signature of Tenant |
| _____ | _____ |
| (print name) | (print name) |

_____ _____

Duly authorized agent for Irene C. Hinsdale, Landlord Date

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