

VERMONT STANDARD RESIDENTIAL LEASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD LEGAL OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

This Agreement of Lease, made between _____ with an address of _____ (hereinafter referred to as the **LANDLORD**), and _____ with an address of _____ (hereinafter referred to as the **TENANT(S)**), jointly and in consideration of the terms and conditions herinafter contained, the parties hereto agree as follows:

PREMISES: The landlord hereby leases to the Tenant the premises located at _____. Unless indicated otherwise, the premises shall be used as personal, private residence, and not otherwise. No one, other than the Tenant and Tenant's children, shall be permitted to occupy the premises without the prior written consent of the Landlord. The premises include ____ off street parking spots.

1. **TERM:** This lease is to be for the term of _____ beginning on _____, 20____ and ending on _____, 20____. Landlord may, at any time and without notice, assign this Agreement and, in so doing, shall transfer to Assignee all rights and powers contained herein. If Tenant should hold over and remain in possession of the leased premises after the expiration of this Lease, without the Landlord's 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, which may be terminated by the Landlord without notice.

At end of term if there should be a situation of holding over then the Tenant shall be required to give to Landlord a 30-day notice in writing as to the Tenant's decision to vacate premises at termination of the original lease term or to extend said lease. Any request by Tenant to extend a lease as a month to month tenancy will be subject to the Landlord's written consent. If Tenant fails to give any notice under this provision, it will constitute a decision by the Tenant to vacate the premises at the termination of the original lease period.

2. **RENT:** The Tenant shall pay to the Landlord as rent _____ dollars (\$_____) on a monthly basis for _____ months. The tenant shall pay to the Landlord or its authorized agent each of said installments postmarked on or before 12:00 midnight of the first day of every month throughout the term of this Lease. Said rental payments shall begin on the first day of the lease initiation and continue each and every month thereafter until paid in full. The payment of rent hereunder and under any renewal or extension hereof, is an independent condition subsequent, the performance of which shall entitle the Tenant to the continued use and possession of the above described premises.

3. **SECURITY DEPOSIT:** Landlord acknowledges, upon signing of this Agreement, receipt of _____ dollars (\$_____) as a security deposit to be held by the Landlord and shall be applied at the Landlord's discretion, to repair any damages to the premises or to remedy any default of Tenant under terms of this Lease, and hereafter upon Tenant vacating the premises and complying with all terms and conditions herein, Landlord will inspect the unit and compute damages, if any, and refund the balance within fourteen (14) days. The Security Deposit shall not be used as the last month's rent payment. Rent for the last month is due and payable on the first day of the month.

4. **UTILITIES:** Tenant shall pay for the following utilities with respect to the demised premises: Heat, Electric, Water, Rubbish, Lawn, Snow. Tenant assumes responsibility to maintain adequate heat at all times to prevent any damage whatsoever to the premises resulting from freeze-ups.

5. **ALTERATIONS/REPAIRS/MAINTENANCE:** The Tenant shall make no alternations, additions or improvements (to include painting) to the demised premises without the prior written consent of the Landlord. Upon the termination of this Lease, all alterations, additions, or improvements made by the Tenant shall become the property of the landlord. However, upon the election of the Landlord, the Tenant shall promptly remove all alterations, additions, or improvements, and any other property placed in or on the premises by the Tenant. Tenant agrees to make all repairs required at Tenant's cost and expense whenever damage shall have resulted from Tenant's misuse or neglect. Tenant shall notify Landlord of repairs being made. Tenant, at Tenant's sole cost and

expense, shall be fully responsible for all necessary repairs to and maintenance of the interior area of the demised premises, including by way of illustration, the maintaining of lighting fixtures and replacement of bulbs and ballasts, the cleaning of carpeting and flooring and washing of windows. The Landlord shall be responsible for repairs and maintenance of the exterior, the parking area, and common area. Any and all repairs not caused by the negligence of the tenants shall be the responsibility of the Landlord including such repairs as electrical wiring and plumbing.

6. **ACCEPTANCE AND SURRENDER OF PREMISES:** The tenant has inspected the lease premises and the Tenant's acceptance of possession of the leased premises is conclusive evidence of receipt of them in good order and repair, and upon the termination of the Leases, the Tenant shall thoroughly clean the premises and shall surrender the premises and the improvements therein in the same condition as at the commencement of this Lease, reasonable wear and tear expected.
7. **RIGHT OF ENTRY:** With notice to the Tenant, the Landlord and his authorized agents shall have the right to enter the demised premises to inspect the repair and condition of the premises and improvements located thereon, to make repairs required of the Landlord under this Lease, to show the premises to any prospective purchaser or tenant, or for any other reasonable purpose subject to the terms of the Lease. The Landlord may advertise, in any manner whatsoever, that the property is for sale or lease. The Landlord may retain a passkey to all the premises. No lock shall be changed or a new lock installed without the prior written consent of the Landlord, and an additional key provided for landlord use. Tenants shall not install additional or different locks or gates on any door or window of the premises without written permission of Landlord. If Landlord approves Tenant's request to install such locks, Tenants agree to provide Landlord with a key to each lock. When this lease ends, Tenant agrees to return all keys to the premises to Landlord. Landlord may charge Tenant \$50 per key per lock if the key is not returned.
8. **ASSIGNMENT AND SUB-LEASING:** The Tenant shall not assign, mortgage, pledge or encumber this Lease or the demised premises, or sublet the whole or any part of the demised premises, without the Landlord's prior written consent. In the event of such assignment of this Lease, or subletting, the Tenant shall nevertheless remain liable to the Landlord for the performance of all the terms and conditions contained in this Lease. Any assignee or sub-tenant shall be bound by and perform all of the terms and conditions herein by which the Tenant is hereby bound. An assignment or sub-lease shall not constitute a novation. Landlord may, at any time and without advance notice, assign this Agreement and, in so doing, shall transfer to Assignee all rights and powers contained herein. The Landlord shall be entitled to retain the Tenant's security deposit under the terms and conditions set forth herein regardless of the assignment of this Lease or the sub-letting of the demised premises.
9. **EXTERIOR OF PREMISES:** The sidewalk, entrance, garage and driveway as well as the lawn shall not be obstructed by the Tenant or used by Tenant for any other purposes than those of ingress and egress from the demised premises. These areas shall remain free from rubbish, ornamentation, or any other personal property of Tenant other than automobiles, bicycles or children's toys.
10. **GARBAGE, RECYCLING & CLEANING:** Tenant shall dispose of all garbage in the refuse containers provided on the property. Recycling is mandatory in Burlington, VT and the responsibility of the Tenant. Please review the garbage & recycling schedule as outlined in www.rentinvt.com/garbage.htm. A recycling bin is provided which is to remain inside the premises at brought to the curbside once a week. Cleaning of neglected recycling and garbage will be charged to the tenant. The premises are to be cleaned and maintained to an appropriate standard of showing the premises for re-rental. If the tenant cannot supply a marketable property, then the tenant agrees to pay for a cleaning service to provide quality that is marketable.
11. **SIGNS:** Tenant agrees that no signs, advertisements, or notices shall be painted or affixed upon any part of the buildings, inside or outside, nor shall anything be suspended outside the building by the Tenant.
12. **ANIMALS/ PETS:** No animals (or pets) of any kind shall be taken into or kept about the demised premises without prior written permission from the Landlord.

13. RENT PROCEDURE AND SCHEDULE OF FEES: Rent is due on the first (1st) of each month. Please pay by the following instructions _____ . A pick-up will be made on the second of each month. If your payment is not there you will be assessed a fee. Make Checks Payable to: _____ . The schedule of service fees are as follows:

Service Fee for additional pick-ups (once a day):	\$ _____
Service Fee for Returned Check for Insufficient Funds:	\$ _____
Service Fee for additional pick-ups after five days (once a day):	\$ _____
Service Fee for eviction after twenty days:	\$ _____

14. DEFAULT: Any failure by Tenant to pay rent when due, or perform any term hereof, including but not limited to conformance with the Lease Agreement, shall, at the option of the Landlord, terminate all rights of the Tenant hereunder and shall permit the Landlord to sue for uncollected amounts, or re-enter the said premises or resort to any other legal remedies. Tenant agrees to pay Landlord on demand that amount of all costs, loss and damage which the landlord may suffer or incur by reason of such termination or default, whether through inability to re-let premises on satisfactory terms or otherwise, including but not limited to reasonable attorney fees and court costs incurred by landlord in enforcing this Lease. A waiver by the Landlord of any default on the part of the Tenant shall not be considered or treated as a waiver of any subsequent other default.

15. ACCORD AND SATISFACTION: Payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein provided shall not be deemed to be other than on account of the earliest due rent, and no endorsement or statement on any check or letter accompanying any checks shall be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the rent or pursue any other remedy in this Lease.

16. QUIET ENJOYMENT: Provided that Tenant is not in default of the terms and conditions contained Herein, Tenant shall peaceably and quietly hold and enjoy the demised premises during the initial term of this lease and any renewals or extensions thereof. Tenant will neither engage in nor permit noisy or disorderly conduct or any conduct annoying or disturbing to the neighbors of the premises at any time. The Tenant's conduct shall be lawful. No highly flammable or hazardous or illegal material of any kind shall be kept in or about the demised premises. No firearms, handguns or ammunitions of any kind shall be kept in or about the demised premises.

17. INSOLVENCY: In the event Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant, or if Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the U.S. or any state thereof, or if Tenant shall make an assignment for the benefit of creditors, become insolvent, or shall make a transfer in fraud of creditors, this Lease shall, at the option of the Landlord, cease and terminate in accordance with the terms and conditions thereof.

18. INSURANCE: Tenant shall keep the demised premises in clean and in healthy condition and will not do or permit anything to be done in or on the demised premises which will in any way cause suspension, cancellation, or an increase in the premiums paid by the Landlord with respect to any insurance carried by the Landlord with respect to the demised premises, or which will constitute a public or private nuisance, and shall not use, or occupy, or permit the demised premises to be used or occupied in any manner which will violate any present or future law, or regulation of any government authority. It is the intention of this Lease that Landlord shall insure Landlord's property only and Tenant shall solely insure and be responsible for all loss of damage of Tenants personal property.

19. USE OF TERMS & GOVERNING LAW: Headings contained herein are for convenience only, and shall not be construed as substantive provisions of this Lease. Words and terms of gender shall be construed to include any other gender, and words and terms in the singular shall be construed to include the plural, unless the context otherwise dictates. The law of the State of Vermont shall govern the interpretation, construction and enforcement of this Lease.

20. ENTIRE AGREEMENT & AMENDMENT: The foregoing constitutes the entire Agreement between the landlord and tenant(s) and maybe modified only in writing signed by both parties.

- 21. **CONDITIONS:** It is agreed by and between the landlord and Tenant that each and all of the provisions/terms of this lease and any and all attachments hereto, to be observed and performed by the Tenant, are conditions subsequent to be faithfully observed and fully performed by the Tenant to entitle it to the use and possession of the premises.
- 22. **CONDEMNATION/DESTRUCTION:** If during the term of this Lease the premises shall be damaged or destroyed by fire or other casualties, or taken by any exercise of rights of eminent domain or condemnation, and the premises are deemed to be uninhabitable by the proper local and state authorities, this Lease shall terminate.
- 23. **PARTIAL INVALIDITY:** If any term or provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of Lease or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent.
- 24. **PARKING & SNOW REMOVAL:** This section is only for properties with parking. Tenants shall be allowed to park according to the landlord's rules and regulations as follows: _____

- 25. **PORCHES:** Couches, tables, or any other furniture are not permitted on the porches unless approved by the Landlord. Signs, pictures or any other hangings are not permitted on the walls or porches at any time. Do not leave any type of garbage including bottles on the porches.
- 26. **SMOKE DETECTORS, CARBON MONOXIDE DETECTORS AND FIRE EXTINGUISHERS:** Do not tamper with detectors or fire extinguishers provided in the premises. If the Tenants opinion is that they are not working properly, immediately notify the Landlord. Any smoke detector found disconnected can result in an eviction, a Vermont State fine up to \$1000 and a city fine up to \$1000. Landlord has the tenant's permission to photograph and report any disconnected detectors to the city and state inspectors.
- 27. **EVICITION:** The tenant shall be responsible for all costs associated with an eviction including but not limited to all attorney's fees. Immediate termination of lease and eviction will occur for: (1) disconnecting a smoke or carbon monoxide detector, (2) trash, appliances, or furniture outside of the premises, (3) multiple noise ordinance violations, and (4) any tenant seen on a roof top.

28. SCHEDULE OF CHARGES THAT A TENANT SHOULD AVOID BUT MAY INCUR:

Lost or missing Parking Permit	\$ _____
Not moving vehicle according to parking regulations on snow day	\$ _____
Service fee for late rent pick-up	\$ _____
Clean Refrigerator and icebox must be clean and frost free.	\$ _____
Clean Stove top, burners, and knobs must be clean and grease free.	\$ _____
Clean Cupboards and medicine cabinets must be cleaned.	\$ _____
All belongings, papers, clothes, trash, etc must be removed.	\$ _____
Damaged or missing windows or screens.	\$ _____/each
Clean Bathroom fixtures must be spotless (do not use abrasive material).	\$ _____
Clean all doors, baseboards, door casings, window sills, trim, & walls.	\$ _____
Clean floors.	\$ _____
Windows must be cleaned on inside only.	\$ _____
Rug burns or carpet stains that cannot be removed	\$ _____/each

29. ADDITIONAL TERMS AND CONDITIONS (INITIALS REQUIRED FOR EACH CONDITION):

Smoking is not permitted in the house by anybody. _____
 Smoking is permitted on the porches, however do not discard cigarette butts on the premises. _____



Do not allow other people to bring their pets inside the house. _____

No parties, no beer kegs and no keg parties. _____

Do not store other people's belongings in the house or cellar. _____

Parking is limited to tenants only with permit. _____

If something breaks and is not functional notify the landlord immediately. _____

Do not hang sheets/signs out windows or outside in anyway (see #11 Signs). _____

When cleaning do not use abrasive cleansers that will scratch fixtures, glass or tubs. _____

Sweep, vacuum and mop wood an vinyl floors and keep them dirt free to protect them from scratching. _____

When using wood floors put furniture pads on all chairs, tables, etc _____

When moving in and out do not damage woodwork and walls. _____

Put garbage **IN** the can and recycle on the curbside as listed in www.rentinvt.com/garbage.htm _____

Do not leave glasses, can, or other containers on wood shelves and sills to avoid stains. _____

For dishwasher, use correct detergent and scrape food off before washing. _____

For laundry facilities please keep dryer dust/lint free and clean after yourself. _____

If your refrigerator has glass shelves then keep them clean to avoid scratches. _____

Do not store bottles in your property. It is a health hazard. _____

Keep the property clean as it was received or pay for cleaning upon landlord's discretion _____

No personal washing machines or clothes lines on property _____

No nails, tacks, screws or tapes on any surface _____

Do not disturb neighbors and maximum occupancy is 8 guests without prior written permission. _____

Close all storm windows and doors before the "cold" season. Tenants agree to pay for service if storm windows are found open between November 1st and March 1st. _____

Any plumbing problem caused by the tenant's negligence will be charged to the tenant (for example, pouring grease into the kitchen sink, flushing hygiene products, kitty litter, food, cloths etc). _____

No barbecue grills on the decks or porches. _____

Smoke damage (i.e. burning candles) will be charged to the tenants. _____

Visitors that stay more than two nights a week are considered tenants and will be charged accordingly. _____

SIGNATURE ACKNOWLEDGING RECEIPT AND AGREEMENT TO TERMS ABOVE:

 Landlord(s) Signature Date

 Tenant Signature Date

 Tenant Signature Date

 Tenant Signature Date

 Tenant Signature Date

 Tenant Signature Date