

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between: L & M Partnership ("Owner") and _____ ("Tenant") whose HOUSEHOLD consists of the following members:

(No other person may reside in the unit without prior written approval by the Owner, failure to do so is grounds for termination of tenancy.)

The Contract unit is located at: _____ Apt. _____

City: _____ State: _____ Zip: _____ The total initial monthly rent is \$ _____ per month. The rent is due on the ___1st___ day of the month beginning on _____, _____. The Tenant will deposit \$ _____ with the Owner as a security deposit. The amount of the rent to Owner is subject to change during the lease term in accordance with this lease.

1. Term of Lease.

Initial term of lease. (Enter first and last date of initial term. The initial term must be for at least one year, unless otherwise agreed.)

*** Pro-rated rent for the **initial term** start date is due before or upon move in.***

The initial term begins on: *** _____ . The initial term ends on: _____ Following the initial term, the lease will be renewed automatically on a month-to-month basis until the Tenant provides **SIXTY (60) DAYS WRITTEN NOTICE TO VACATE THE APARTMENT** (via mail, in person, or emailed to oldeorchardpark.com).

2. Utilities and Appliances.

Owner is responsible for payment of water, gas, sewer, trash and snow removal and real estate taxes assessed against the premises.

The Tenant shall not waste utilities provided by the Owner. The Tenant is responsible for electric, phone and cable. The Tenant is responsible for window treatments, as the Landlord does not provide blinds/curtains/shades.

Please list any other responsibilities to be assumed by either party:

Lease guaranty agreement () Rules and Regulations () Move out cost schedule () Recycling agreement () Smoke & Carbon Monoxide Detector Addendum () Copy of Renters Insurance Policy () are hereby incorporated into this lease. Other: _____

Laundry facilities: Coin operated machines on site and hook ups in each unit _____

Washers & Dryers X are or _____ are not allowed on the property.

The Tenant shall not waste utilities provided by the Owner

3. Use and Occupancy of Contract Unit.

- a. The family must use the contract unit for residence by the family. The unit must be the family's only residence. (Tenant may provide reasonable accommodations to guests or visitors whose stay is less than thirty (30) days total.)
- b. The family must not sublease or let the unit.
- c. The family must not assign the lease or transfer the unit.

- d. Members of the household may _____ or may not X engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.
- e. No soliciting is allowed on the property by Tenant, members of household or guest(s).

4. Maintenance and Utilities: Owner and Family Responsibility.

- a. The Owner or Owner's agent may enter the dwelling unit only for the following purposes: (a) to inspect to see if Tenant is complying with this agreement. (b) to make repairs, alterations or improvements/supply agreed services, and (c) to exhibit the unit to prospective purchasers, mortgagees, Tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However Owner shall, except in an emergency, give the Tenant at least forty-eight (48) hours notice of Owner's intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.
- b. The Owner is not responsible for damages beyond normal wear and tear caused by any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs. Failure to do so will result in grounds for termination of tenancy.
- c. The Tenant must maintain utilities. Failure to do so shall be grounds for termination of tenancy.
- d. The Tenant must pay for any utilities and provide any appliances that the Owner is not required to pay for or provide under the lease. Failure to do so, shall be grounds for termination of tenancy.
- e. **Tenant's Obligation.**

(1) Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damage at Tenant's own expense. If, (i) Tenant fails to make agreed upon repairs, or, (ii) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon thirty (30) days demand shall be grounds for termination of lease.

(2) The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease which charge shall be in the amount of \$25.00/month until said delinquent rent is paid. Said late charge will be in addition to the usual monthly rental and will apply if rent is still unpaid by the 15th of the month. There will be a returned check fee of \$ 20.00 .

(3) Locks. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Dwelling Unit without the advance written consent of the Owner. If the Owner so consents, the Tenant will provide the Owner with a key for each new lock or gate. When this Lease terminates, the Tenant will return all keys to the unit to the Owner. There will be a charge for lost keys and for keys not returned.

(4) Restrictions on Alterations. The Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without the prior written consent of the Owner, including without limitation, the following:

- a) change or remove any part of the appliances, fixtures, mechanical systems, furnishings, or equipment in the unit;
- b) paint or install wallpaper or contact paper in the unit;
- c) attach awnings, window guards, radio aerials or CB and television antennas and transmitters to the unit;
- d) attach any shelves, screen doors, or other permanent improvements in the unit;
- e) install heaters
- f) place any aerials, antennas, satellite dishes or other electrical connections on the unit

Satellite dish installation is ONLY permitted in which the tenant has exclusive use. This typically does not include rooftops, parking lots, common porches or the exterior of the building. Example: Exclusive use is the interior or deck of rented apt. This does not include the general exterior of the building or even the windowsill of the exterior of the building and most definitely the lawn surrounding the rented property. Installation must involve NOT drilling into the deck or exterior of property. Installation can be done with clamps and plywood on deck railing without pre-approval otherwise, tenant needs to contact property mgt. Fine for improperly installed satellite dishes is \$100.00. Landlord also recommends that tenants get liability insurance. If tenant is granted written permission by property mgr. to install satellite dish that requires a pole and digging to bury cable, it is understood by tenant that they must remove all equipment upon vacating and restore the property to its original form. If this is not done, there will be an additional fine of \$100.00. Only one (1) satellite dish per apartment!

- g) NO GRILLS ALLOWED ON PROPERTY OF ANY KIND!
- h) no waterbeds in the unit without renters insurance.
- i) NO manipulating of our light fixtures are allowed as this could be a fire hazard if done incorrectly. \$500 FINE! We have an electrician on site who can install a light fixture for a fee.
- j) NO ALUMINUM OR TIN FOIL is to be used to line the burner bowls of the stove. This is a fire hazard! NOTHING should be between the burner bowl and the stove heating element.
- k) NO BIDETS are to be installed without contacting LANDLORD first! FINE: \$500.00 If permission is granted, it needs to be installed by a licensed plumber at Tenant's expense.

(5) Common Areas. The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose other than those of ingress and egress from the unit. This provision applies to Tenant's household members

and guests. In the event the Owner receives a monetary fine by a municipality for the Tenant's personal possessions being in the common areas in violation of a municipal ordinance, Tenant shall be responsible to reimburse Owner for said fine. Failure to reimburse Owner within thirty (30) days of demand for payment from Owner shall constitute a lease violation and Tenant shall be subject to eviction.

(6) Insurance. Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect Tenant's personal property with adequate personal property insurance. Tenant shall provide Owner with proof of renter's insurance. Failure to maintain renter's insurance may be considered a breach of the lease agreement and may result in the issuance of a termination notice. It is the intention of this Lease that the Owner shall insure the unit and the Tenant shall insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possessions. The Tenant shall be responsible for Tenant's negligent conduct and the negligent conduct of Tenant's household and guests. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any other gatherings on this area that results in this area being overcrowded.

(7) Pets: Owner's pet policy: Olde Orchard Park Apartments is a NO CANINES apartment complex. Absolutely NO CANINES allowed on property either by Tenant or visitors.

Olde Orchard Park Apartments does allow felines. Limit is no more than (2) felines per unit.

Tenant must pay a \$400.00 deposit per feline. _____ Received by Tenant.

(8) Noise. QUIET HOURS: 10:00pm-7:00a.m. This includes doing laundry and vacuuming. Tenant agrees not to allow on his premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for the conduct of the members of the household and for all guests. **If a tenant receives two (2) written warning notices from property mgr., the tenant will be asked to leave or face eviction proceedings.**

(9) Parking: Owner does X or does not provide parking at the unit. If parking is provided, Owner's parking policy is as follows: Parking provided for tenants only shall be on a first come first serve basis. During the winter months, Tenant shall be responsible for moving his/her vehicle from the parking area, after storms, to allow Owner to have the area plowed. Any unregistered/uninspected vehicles will be towed at the vehicle owner's expense. 2&3BR units will have one assigned parking space in garage. Only 2 vehicles per unit permitted. Campers and trailers are not allowed on the premises. It is expressly agreed that the garage of the leased premises is not to be utilized for storage. Owner assumes no responsibility for items left in the garage. (If your vehicle is towed, call JP's Towing #238-3817) Further, Tenant shall not repair, wash, change oil or otherwise maintain vehicles, boats or other recreational vehicles on the property.

5. Term of Lease.

a. Termination of lease.

The lease terminates if:

- (1) The Owner terminates the tenancy as provided herein;
- (2) The Tenant terminates the lease with a minimum of sixty (60) calendar days notice.
- (3) The Owner and the Tenant agree to terminate the lease.

6. Termination of Tenancy by Owner.

a. Grounds.

i. During the initial term of the lease, the Owner may only terminate the tenancy on the following grounds:

- (1) Serious or repeated violation of the terms and conditions of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;
- (3) Criminal activity (as provided in paragraph b);
- (4) Non-payment of rent or repeated failure to pay rent in a timely manner;
- (5) Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent; or
- (6) Other good cause (as provided in paragraph c).
- (7) Interfering with the management of the property;
- (8) Causing an undue financial burden on the property.

ii. The requirement to terminate tenancy for such grounds:

- (1) Only applies during the term of the lease, including the initial term and any extension term; and
- (2) Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

iii. After the initial term, the Owner may terminate the lease for no cause upon a minimum of thirty (30) days if the Tenant has resided in the unit for less than two (2) years and sixty (60) days written notice to Tenant if the Tenant has resided in the unit for two (2) or more years.

b. Criminal activity.

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

- (1) Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (*including property management staff*);
- (2) Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (3) Any violent criminal activity on or off the premises;
- (4) Any drug-related criminal activity on or off the premises;

- (5) Any other activity which impairs the physical or social environment of the premises.
- (6) Illegal use or possession of a controlled substance; or
- (7) Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity.

In addition, the Owner may terminate the tenancy if any member of the household is:

- (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
- (2) Violating a condition of probation or parole under Federal or State law.

c. Other good cause for termination of tenancy.

- (1) During the first year of the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial term of the lease or during any extension term, other good cause includes, but is not limited to:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property,
 - (c) Failure to maintain utilities
 - (d) Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or
 - (e) Living or housekeeping habits that cause damage to the unit or premises.

d. Eviction by court action.

The Owner may only evict the Tenant from the contract unit by instituting a court action.

7. Owner Termination Notice.

a. Notice of grounds.

The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any Owner eviction notice to the Tenant. Owner eviction notice means a notice to vacate, or a complaint used under State or local law to commence an eviction action.

8. Security Deposit.

- a. The Owner may collect a security deposit from the Tenant equal to the initial month's rent. Owner will collect \$_____ from the Tenant to be applied toward Tenant's security deposit.

- b. When the family moves out of the contract unit, the Owner, subject to State and local law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the lease, as reimbursement for any unpaid Tenant rent, damages to the unit, unreturned keys, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease. In addition the security deposit may be applied against all reasonable costs involved in re-renting the premises including advertisement, in the event of breach and/or early termination by Tenant, including rent through the date of replacement.
- c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit.
- d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the Owner may collect the balance from the Tenant.
- e. **THE SECURITY DEPOSIT SHALL NOT BE USED AS LAST MONTH’S RENT.**
- f. In the event that Tenant violates terms of the lease, including early termination, the security deposit will be retained by landlord as “liquidated damages”.
- g. If more than one person is named as the Tenant, such persons agree that they will work out the details of dividing any security deposit refund among themselves. The Owner may pay a security deposit refund to any adult person named as the Tenant. Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant on the lease has vacated the unit

9. Prohibition of Discrimination.

In accordance with applicable equal opportunity statutes, executive orders, and regulations, the Owner must not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability or because a person intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

10. Written Notices.

When this lease requires any notice by the Tenant or Owner, the notice must be in writing and delivered either personally, by first class mail or emailed.

Notice to the Owner shall be sent to: L & M Partnership, PO Box 4193, Burlington, VT 05406. You can also email under the following conditions: email @ oldeorchardpark@gmail.com. Please confirm that Management has received the notice.

Notice to the Tenant shall be sent to: _____.

60 DAY WRITTEN NOTICE TO VACATE MUST BE PROVIDED BY TENANT TO LANDLORD BEFORE VACATING THE UNIT WHETHER A NON-RENEWAL OR EARLY TERMINATION A noon vacancy on the last date of the lease expiration is required***

11. Lead-based Paint Disclosure.

Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

() Disclosure of Information on Lead-Based Paint and or Lead-Based Paint Hazards is applicable and *is* attached to this lease.

(X) Disclosure of Information on Lead-Based Paint and or Lead-Based Paint Hazards *is not* applicable and is attached to this lease.

12. Fees.

The following fees shall be assessed to Tenant upon happening of the occurrence: (a)Returned checks-\$20.00; (b) cleaning charges -\$25.00/hr. ie if Tenant leaves nails, screws, tape on walls; leaves oven not cleaned, etc. ---charges will be deducted from security deposit if Tenant does NOT leave unit in the condition it was upon move in, excluding normal wear and tear; (c) Lost keys-\$35.00 (d) Lock-outs-\$35.00; (e) Transfer fee (moving to a different unit prior to lease term maturing-\$500.00; (f) putting trash in recycling area/totes-\$50.00/occurrence; (g) damage to Owner's property i.e. installation (drilling) of satellite dish onto deck or building-\$100.00; (h) littering of cigarette butts on common grounds- \$50.00; (i) abandoning grocery carts at complex-\$100.00; (j) \$500 FINE if tenant changes light fixture w/o permission and proper installation by our electrician.

13. Joint & Several Liability.

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

14. Severability.

If any provision of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver.

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease, including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

16. Attorney's Fees.

If the Tenant acts in violation of this lease, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant. Violation of any of the provisions of this lease shall be grounds for termination and of the lease and eviction.

17. Delivering Possession.

The landlord's obligation to deliver possession of the apartment is contingent upon the current occupant of the apartment vacating the apartment and moving all of their personal property from the apartment. The parties to this lease acknowledge that failure of the current occupant to deliver possession will cancel this lease, and all deposit money and prepaid rent shall be returned. Neither party may claim damages arising from the failure to deliver possession.

18. Surrender of Unit; Breaking of Lease.

If the Tenant vacates the unit prior to the expiration of the initial term(i.e. breaks the lease), Tenant shall be liable to pay Owner for all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, carpets, painting, etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time as new tenant is found for the unit. Tenant's security deposit shall be made available to cover part or all of these consequential damages that may be incurred by the Owner because of Tenant's breach of the lease. If the Tenant fails to give full and proper thirty (30) days notice to Owner that Tenant is vacating-Tenant shall forfeit Tenant's full security deposit.

*****60 DAY WRITTEN NOTICE TO VACATE MUST BE PROVIDED BY TENANT TO LANDLORD BEFORE VACATING THE UNIT WHETHER A NON-RENEWAL OR EARLY TERMINATION. IF TENANT LEAVES THE UNIT WITHOUT PROPER NOTICE, TENANT WILL BE RESPONSIBLE FOR RENT THROUGH THE SUBSEQUENT 60 DAYS. *****

SIGNATURES: Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference.

19. NO SMOKING POLICY:

OLDE ORCHARD PARK APARTMENT BUILDINGS ARE NOW SMOKE FREE! NO ONE (TENANT OR VISITORS) ARE ALLOWED TO SMOKE IN THE APARTMENTS, COMMON AREAS, GARAGES, DECKS. THERE ARE 7 DESIGNATED SMOKING

**AREAS OUTSIDE OF EACH BUILDING. FAILURE TO ABIDE BY THIS POLICY
WILL BE SUFFICIENT GROUNDS FOR LEASE TERMINATION AND EVICTION!
\$500.00 FINE WILL BE CHARGED IF ABOVE POLICY IS NOT FOLLOWED.**

Date

Adult Tenant

Date

Adult Tenant

Date

Adult Tenant

Date

Property Mgr./Landlord Agent