

# 1. Finney Crossing Apartments Sample Lease Agreement

## 1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned tenant(s):

<<Tenants (Financially Responsible)>>

and us, the owner/agent:

<<Company Name>>

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all tenants listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the tenant(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

## 1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>. Following the initial term, the lease will be renewed automatically on a month-to-month basis if the landlord has not provided an annual renewal document to the tenant or until: (1) termination of the lease by the Owner in accordance with paragraph 6 or upon a minimum of sixty (60) days written notice (2 full rental periods) if the Tenant has resided in the apartment for two (2) years or less or sixty (60) days written notice (2 full rental periods) if the Tenant has resided in the apartment for more than two (2) years by the Owner after the initial term for no cause; or (2) termination of the lease by the Tenant in accordance with the lease; or (3) by mutual agreement during the term of the lease.

## 1.3 RENTS AND CHARGES

You shall pay <<Monthly Charges>> per month for rent. The first month's rent and/or prorated rent amount of <<Prorated Charges>> shall be due on or before the date this Lease contract is signed.

Every month thereafter, you must pay your rent on or before the 1st day of each month with five days of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: 5% of monthly rental amount.

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract. In Burlington, Owner must send a written notice of rent increase to Tenant a minimum of 90 days (3 full rental periods) prior to the effective date of the rent increase either prior to the expiration of the initial term of the lease or at any time after the tenancy has converted to a month-to-month term. In all other locations, Owner must give Tenant a minimum of 60 days (2 full rental periods) written notice of any rent increase.

## 1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all tenants in the apartment is <<Security Deposit Charges>>, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

1. When the Tenant 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, unpaid utilities,

damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.

2. 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.
3. 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.
4. In the event Tenant violates the terms of the lease and it is necessary for Owner to terminate the tenancy, including early termination by Tenant or Tenant's failure to move in at all after signing this lease, the full security deposit shall be retained by Owner as liquidated damages and shall not be returned to Tenant.
5. 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.
6. The security deposit shall not be used for the last month's rent.

### 1.5 UTILITIES AND APPLIANCES

The Owner shall provide for or pay for the utilities and appliances as indicated below by an "O" without any additional charge to the Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated below by a "T".

Heating	Provided By	Paid By
Heating - Natural Gas	<input type="radio"/>	<input type="radio"/>
Water Heating -Natural Gas	<input type="radio"/>	<input type="radio"/>
Cooking - Oil/Electric	<input type="radio"/>	<input type="radio"/>
Water	<input type="radio"/>	<input type="radio"/>
Sewer	<input type="radio"/>	<input type="radio"/>
Trash Collection	<input type="radio"/>	<input type="radio"/>
Range/Microwave	<input type="radio"/>	<input type="radio"/>
Refrigerator	<input type="radio"/>	<input type="radio"/>
Other Electric	<input type="radio"/>	<input type="radio"/>
Air Conditioning	<input type="radio"/>	<input type="radio"/>
Lawn Care	<input type="radio"/>	<input type="radio"/>
Snow Removal	<input type="radio"/>	<input type="radio"/>
Other (specify)		

The Tenant shall not waste utilities provided by the Owner.

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

Laundry facilities:  Coin operated Washers and Dryers are located within the building.

Washers & Dryers  are or  are not allowed on the property. If a Washer and a Dryer has been rented by the tenant from the landlord then there shall be a Washer and Dryer addendum attached to and made part of this lease.

Outdoor pools/trampolines are not allowed on the property.

TV antennae/dish are not allowed cannot be affixed to the building.

### 1.6 WASHER / DRYER RENTALS

Washer/Dryer rentals may be available in some units at Finney Crossing Apartments. The charge for a combined washer/dryer rental is \$50.00/month. Finney Crossing Apartments will retain ownership of the washer and dryer.

### 1.7 SMOKING

Smoking is not allowed in the apartment. The following applies: Smoking is prohibited anywhere in your unit; your building, including common areas; and within 50 feet of the site. You are responsible for ensuring that your family members, guests and invitees also comply with this rule. If smoking is not allowed, a violation of this rule will result in lease termination and eviction.

### 1.8 EXTERMINATION

It is very important that Tenant takes care of both the interior and exterior of the unit to help prevent unwanted insects, pests and rodents (such as cockroaches, bedbugs, fruit flies, ants, mice, etc.). If Tenant sees or may have any of these pests, Tenant shall contact Landlord

immediately. In the event of an infestation of any nature in your apartment or in the building, Tenant is required to fully comply with all requirements/ instructions of the exterminator in order to eradicate the problem. Tenant's failure to cooperate in this manner shall be deemed a violation of the lease. Further, failure to cooperate will result in Tenant being charged for the extermination services to his/her unit. Tenant shall be charged the extermination fees for any infestation caused by Tenant.

## 1.9 SIGNAGE

No signs of any type, advertisements, notices, decorations or flags may be exhibited or displayed by Tenant on any part of the inside or outside of the building, common areas, anywhere on Owner's property or in any window of the rental unit without the prior written permission of Owner.

## 1.10 USE AND OCCUPANCY OF CONTRACT UNIT

1. The Tenant must use the contract unit for residence by the persons listed on the lease. The unit must be the Tenant's only residence. *(Tenant may provide reasonable accommodations to guests or visitors not to exceed a total of fourteen (14) days in one year whether consecutive or non-consecutive days/nights.)*
2. The Tenant must not sublease or let the unit. This also includes using the unit or any portion thereof for short-term rentals for profit through such entities, including but not limited to Airbnb, VRBO or Lodgify.
3. The Tenant must not assign the lease or transfer the unit.
4. Members of the household may not engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family (i.e. no home-based businesses of any nature may be operated out of the unit.)
5. The use in any form, smoking, possession and/or growing of marijuana/cannabis by Tenant, members of Tenant's household or guests is strictly prohibited in Tenant's unit, in the common areas or anywhere on Owner's property. A violation of this provision of the lease is grounds for eviction.
6. No soliciting is allowed on the property by Tenant, members of household or guest(s).
7. Tenant is responsible for all conduct, behavior and/or actions of members of Tenant's household and/or guests.
8. Before taking occupancy, tenant and landlord shall inspect the Unit and shall sign a completed Apartment Inspection Check List. Tenant's signing of the Apartment Inspection Check List upon completion will be deemed conclusive evidence of the delivery of the Apartment in the condition represented by the Apartment Inspection Check List. Upon termination of the apartment occupancy by the tenant, this same Apartment Inspection Check List will be completed again by the tenant and landlord and will be used, if necessary, to determine responsibility for any damage, cleaning, or repair expenses to the apartment. Failure of the tenant to schedule or attend the checkout inspection shall be deemed a waiver of this clause.

## 1.11 MAINTENANCE AND UTILITIES: OWNER AND TENANT RESPONSIBILITIES

A. The Owner or Owner's agent may enter the dwelling unit only for the following purposes between 8 am and 9 pm: (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 twenty four (24) 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 the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). Tenant is responsible to reimburse Owner for these costs within thirty (30) days of demand for payment. 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 Obligations.

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. If the Tenant renders the unit uninhabitable, Tenant shall still be responsible to pay for the rent during the time the unit is damaged, until such time as the tenancy may be terminated.
2. The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. In the event Owner's or its agent's attorney must send Tenant a written demand for payment, Tenant shall be charged \$\_\_\_75.00\_\_\_. Said late charge will be in addition to the usual monthly rental and will apply if rent is unpaid after the \_\_\_5\_\_\_th day of the month. There will be a returned check fee of \$\_\_\_\$25.00\_\_\_\_\_.
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 by the date the apartment is vacated. If the locks need to be changed then the cost shall be \$100.00 per lock set.

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, ceiling fans, window guards, radio aerials or CB and television antennas and transmitters to the unit/building;
- d) attach any shelves, screen doors, or other permanent improvements in the unit;
- e) install heaters, air conditioners or waterbeds in the unit;
- f) place any aerials, antennas, satellite dishes or other electrical connections on the unit;
- g) Gas, Electric or Charcoal grills and propane tanks are not allowed within fifty feet of structure or
- h) install wall mounted televisions or any other wall mounted device.

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 or for storage of Tenant's personal possessions other than those of ingress and egress from the unit. If Tenant violates this provision, Landlord may remove any and all offending possessions after giving Tenant prior written notice to remove said items. 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 also known as renter's insurance. 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 unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent or intentional conduct and the negligent or intentional 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 gatherings on this area that results in this area being overcrowded.

7. Pets: Tenant may \_\_\_ or may not X keep a pet(s) on the premises. Owner's pet policy:

\_\_\_ If a pet is allowed a Pet Addendum shall be attached to and made a permanent part of this lease.

8. Noise. 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 this property or apartment unit is located in Burlington then Burlington's Noise Ordinance shall be attached to and made part of this lease.

9. Tenant, any member of the household, a guest, or any person under the Tenant's control shall not engage in any abusive, threatening, harassing, and/or violent behavior activity toward Owner and/or any of Owner's agents or contactors that impedes or in any way interferes with Owner's ability to carry out Owner's duties and responsibilities under the terms of this Lease.

10. Parking: Owner does X or does not \_\_\_ provide parking at the unit. If parking is provided, Owner's parking policy is as follows: \_\_\_ Tenants are allowed two (2) cars in the parking lot. Of the two cars allowed, one car is allowed in the covered garage if a designated space is assigned to your apartment. Any cars or trucks that are unregistered will be towed at the owner's expense. Further, if parking is allowed Tenant shall not repair, wash, change the oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property. Parking if allowed is at Tenant's own risk. Owner shall not be responsible for any damage caused to Tenant's vehicle/property that is caused by nature or for acts beyond the Owner's control.

11. Guest Policy: Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days in a one-year period and it does not matter whether these 14 days run consecutively or not.

12. Weapons: Tenant shall not display or in any way threaten, intimidate or harass any resident, guest or agent of the Landlord/Owner with any weapon of any kind or any instrument that could be deemed or perceived to be a weapon, including but not limited to firearms, rifles, shotguns, bbguns, pellet guns, paintball guns, knives, machetes and the like in or on the commons areas of the property. Tenant shall not discharge any type of firearm on the property, including Tenant's unit.

13. Tenant shall not tamper with or in any way disable smoke and/or CO detectors in the unit or on the property. This is grounds for termination of lease and eviction. Further, if a fine is imposed by the local municipality or by the State, Tenant shall be responsible to pay said fine if the fine resulted from Tenant's actions. If Owner is required to pay the fine, the Tenant shall reimburse Owner within thirty (30) days upon demand or this, too, is grounds for termination of tenancy.

## 1.12 TERMINATION 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 written notice (two full rental periods), unless the property is in Burlington where sixty (60) days (two full rental periods) notice is required, after the initial term; or
3. The Owner and the Tenant agree to terminate the lease.
4. If the lease is terminated by the tenant during the first year of occupancy then the tenant shall be responsible for the continued payment of the rent until such time as the Landlord has re-rented the apartment or the original term of the lease has expired.

### 1.13 TERMINATION OF TENANCY BY OWNER

#### A. Grounds.

i. During the initial term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon written notice to Tenant pursuant to Vermont law:

1. Serious and/or repeated violations 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 whether intentional or negligent;
6. Disrupting the livability of the property;
7. Using, possessing and/or growing marijuana/cannabis on the property;
8. Interfering with the management of the property;
9. Causing an undue financial burden on the property; or
10. Other good cause (as provided in paragraph c).

ii. The requirement to terminate tenancy for such grounds:

1. 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 conduct/actions against or harassment of the Owner and/or property management staff and/or any agents/contractors/vendors of Owner*);
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;
8. Interference with management of property.
9. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not evicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that Tenant, household member or guest has committed the criminal activity, regardless of whether Tenant, household member or 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 or anytime during the tenancy, other good cause for termination of tenancy must be something Tenant 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:

- Disturbance of neighbors,
- Destruction of property,
- Failure to pay Owner for damages caused by Tenant.
- Failure to maintain utilities or wasting utilities provided by the Owner,
- Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or
- Living or housekeeping habits that cause damage or present safety concerns to the Tenant, other residents or to the unit or premises or that may otherwise result in minimum housing violations.
- An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim of such violence.

**D. Eviction by court action.**

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

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**1.14 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.

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**1.15 MANDATORY RECYCLING**

Tenant shall comply with Vermont's Universal Recycling Law regarding mandatory recycling. This also includes Vermont's food scrap law that went into effect on July 1, 2020. If the local jurisdiction or State finds that Tenant has violated any provisions of Vermont's recycling laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

For food scraps, Owner shall supply Tenant with a durable, cleanable and water-tight receptacle for food scraps that are stored outside if one is not supplied by Owner's hauler if applicable, unless the parties agree to a backyard compost bin or if Tenant brings scraps directly from the kitchen to a drop-off facility, Owner is not required to provide a container. For disposal of food scraps, the parties agree as follows:

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**1.16 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, gender identity or gender-related characteristics 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, unless allowed by law.

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**1.17 WRITTEN NOTICES**

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

Notice to the Owner shall be sent to: Riele Properties, P.O. Box 4279, Burlington, VT 05406.

Notice to the Tenant shall be sent to: <<Unit Address>>.

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**1.18 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.

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**1.19 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.

## 1.20 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.

## 1.21 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, if successful in its action to enforce the lease. Violation of any of the provisions of this lease shall be grounds for termination of the lease and eviction.

## 1.22 DELIVERY OF POSSESSION

The Owner's obligation to deliver possession of the unit is contingent upon the current occupant of the unit vacating the unit and removing all personal property from the unit. The parties acknowledge that failure of the current occupant of the unit to deliver possession shall cancel this Lease, and all deposit monies and pre-paid rent shall be returned to Tenant.

## 1.23 SURRENDER OF UNIT; BREAKING OF LEASE.

If the Tenant vacates the unit prior to the expiration of the initial term or any subsequent renewal term (i.e. breaks the lease), Tenant shall be liable to pay Owner for all reasonable costs incurred by Owner, included but not limited to, 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 a 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 sixty (60) days' written notice (60 days' notice required in Burlington) as required under the terms of the lease to Owner that Tenant is vacating-Tenant shall forfeit Tenant's full security deposit, plus accrued interest if any required to be paid under the law. Further, in the event Tenant violates the lease and it becomes necessary for Owner to send Tenant a notice to vacate based upon Tenant's violation(s) of the lease, if Tenant vacates the unit pursuant to the legal termination notice or is evicted from the unit, Tenant shall forfeit Tenant's full security deposit and Tenant shall be responsible for all rent until the unit can be re-rented or until the lease expires, whichever occurs first.

## 1.24 LEASE MODIFICATIONS

Owner may change the terms, rules and/or conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. Owner must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. Tenant must receive the notice at least 60 days before the proposed effective date of the change. Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to Owner. Tenant may reject the changed terms and conditions by giving the Owner written notice that Tenant intends to terminate the tenancy. Tenant must give such notice at least 30 days before the proposed change will go into effect. If Tenant does not accept the amended agreement, Owner may require Tenant to move from the property, which shall constitute good cause for termination of tenancy. Further, Tenant agrees to obey any additional rules established after the effective date of the lease if: 1) The rule(s) is reasonably related to the safety, care and cleanliness of the building and the safety, health, comfort and convenience of the residents; and 2) Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

## 1.25 DAMAGE TO UNIT/HABITABILITY

This Lease may, at the Owner's discretion, terminate immediately should the leased premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental. If damage is not caused by the acts/omissions of Tenant, Tenant will be responsible for rent up to the date of destruction if the lease is terminated due to the damage of the nature described herein. Owner is not obligated to provide payment for replacement/substitute housing for Tenant.

## 1.26 PAINTING THE APARTMENT

Landlord does not allow its apartments to be painted by tenants. However, in the event that the tenant changes the color of the apartment the tenant shall be responsible for repainting the apartment in the original colors and by the same paint manufacturer prior to vacating the unit at their expense. Requirements for repainting the apartment to be solely determined by the Landlord. If the tenant does not repaint any surface that they have previously changed the color of prior to vacating then the Landlord shall repaint the surfaces at the tenant's expense. Should a fixture owned by the Landlord (anything other than a wall or ceiling) be painted by the tenant then said fixture shall be removed by the Landlord and replaced with a new fixture at the tenant's expense.

## 1.27 MOVE-OUT COST SCHEDULE

See the attached MOVE-OUT cost schedule for cleaning and repair charges.

### 1.28 EXTRA TRASH REMOVAL

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Tenants are responsible for any extra trash removal costs billed to the Landlord such as a sofa, chairs, tables etc. over and above the normal monthly trash hauler fees billed to the Landlord.

### 1.29 VACATING THE APARTMENT AT THE LEASE TERMINATION

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A noon vacancy on the last date of the lease is required.

### 1.30 CARPET CLEANING

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Prior to vacating the apartment, the tenant shall have the carpets professionally cleaned. Tenant shall be responsible for the cost of the carpet cleaning and shall provide the Landlord with evidence that the cleaning has occurred. If tenant fails to arrange for the professional carpet cleaning of the apartment then the Landlord will contract for the service and deduct the expense from the security deposit.

### 1.31 ELECTRICITY, CABLE AND INTERNET SERVICE

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Tenants shall contact Green Mountain Power to have the electricity turned on in the apartment prior to taking occupancy of the unit. Tenant may use Comcast as the service provider for cable or internet the cost of which is at the tenants expense.

### 1.32 LOCK OUT CHARGE

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If you are locked out of your apartment after business hours (9am-5pm) then a \$90 service charge shall apply for us to open your apartment for you.

### 1.33 PERSONAL FITNESS EQUIPMENT

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No personal fitness equipment shall be allowed in the apartment.

### 1.34 APARTMENT MOVE IN INSPECTION

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Tenants will contact Tina Benoit, lead property manager for Landlord to schedule their move in inspection. The inspection shall occur on the first day of the lease or later if the tenant's desires. Tina's phone # is 802-825-4098. Move in inspections shall occur during normal business hours.

### 1.35 SMOKE ALARM/DETECTOR RELEASE

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I/we the undersigned have personally checked the smoke alarm/detector(s) in the apartment that we are renting and find them to be in working order. I/we understand that the law requires the Landlord to provide a working smoke alarm/detector in this apartment. I/we agree that a smoke detector/ alarm is installed on the ceiling or wall in order to alert me as to the presence of smoke in order to help save my life in the case of fire.

I also agree that by removing the smoke alarm/detector or disabling it in any manner is putting my life at great risk in case of fire and by doing so I am absolving the Landlord or Agent from any responsibility for losses due to my/our non-compliance with the law or malfunction of the alarm and that I/we are in violation of the lease agreement. I/we also understand that we must obtain "Renter's Insurance" to cover any losses to personal contents of our apartment as result of damage incurred by fire and the Landlord's insurance does not cover our personal belongings.

It is understood that the owner shall be responsible for servicing or maintenance of the smoke detectors in the Tenant's Apartment. The tenant must provide the owner with timely notification of smoke detector/ alarm mal-functions in order that the smoke detector/alarms can be repaired as quickly as possible.

### 1.36 SIGNATURES:

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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. All adult members of the household must sign this Lease.

In compliance with VAWA - 12/8/06

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Sign and Accept

### 2.1 SIGNATURES:

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. All adult members of the household must sign this Lease.

©Nadine L. Scibek, Attorney at Law -7/10/2020

In compliance with VAWA - 12/8/06

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed