

# RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") made this \_\_\_\_\_ is between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant (s)").

Landlord and Tenant are each referred to herein as a "party" and, collectively, as the "Parties".

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

## LANDLORD

NAME	EMAIL	CELL PHONE#

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## TENANTS

NAME	EMAIL	CELL PHONE#

### 1. PREMISE

The Landlord agrees to lease the described property below to the Tenant:

<i>Street Address / Apartment # / Description</i>
<i>City / State</i>

### 2. FIXED-TERMS AGREEMENT (LEASE)

The tenant agrees to lease/rent the apartment for the dates, terms, conditions, and amount listed below. If the Tenant should move from the premises prior to the expiration of this time period, they shall be liable for all rent due until such time the residence is occupied by a Landlord approved paying tenant. Tenant shall be required to provide **60 day** prior notice of vacating the premise. This lease shall not automatically renew or convert to a month-to-month tenancy unless specifically agreed upon by the Landlord & Tenant in writing with I minimum of 60 days notice before lease end date. The landlord shall also have the right to cancel this lease, by providing notice to Tenant at least (30) days prior to the

Tenant Initial(s): \_\_\_\_\_

# RESIDENTIAL LEASE AGREEMENT

expiration of the initial term. Each renewal term shall be on the same terms and conditions set forth herein expect that the rent shall be increased by 3% annually.

Tenant is liable for the full term of this lease. Any early termination will still obligate the Tenant to pay the full amount of the lease to the end of the lease term or until a new tenant can be secured. In addition, the tenant hereby agrees that they are responsible for the payment in full of any 'Lease Up Fee' (which is normally charged to the Landlord) incurred due to breaking lease agreement. The 'Lease Up Fee' is 1/2 of 1 months rent with a minimum of \$600. This fee covers marketing, showings, follow up, processing applications, obtaining approval from the Landlord, signing a new lease and move-in/move out. This fee must be paid directly to the Landlord.

<i>Lease Start Date</i>	<i>Monthly Rent</i>
<i>Lease End Date</i>	<i>Deposit &amp; Security Deposit</i>

### 3. CONTRACT DATE

Both Tenant and Landlord shall recognize \_\_\_\_\_ as the "Apartment Lease Agreement" contract date. All parties recognize the Apartment Lease Agreement Contract Date as the start of the agreement. For purposes of this contract & addenda going forward, this shall constitute the "Contract Date".

### 4. DEPOSIT:

Tenant hereby agrees to pay a deposit to secure the residence of \_\_\_\_\_ at time of lease signing. This deposit is fully surrendered if tenant decides (for any reason) not to move into the premise and fulfill their contractor obligation of lease.

### 5. SECURITY DEPOSIT

Upon the 1<sup>st</sup> day of the executed lease term the deposit (detailed in #4) is then considered a security deposit, which secured the performance of the Tenants obligations under this Residential Lease Agreement. The security deposit shall be held as security for the payment of rent and the faithful performance by Tenant of all of its obligations in the Lease.

Landlord may use the security deposit to repair any damage to the Premises caused by Tenant or its guests, and to clean the Premises upon termination of this Lease. If the Tenant breaks the contractual dates as listed on the lease, Landlord may recoup loss through retainage of deposit. If Tenant fully performs its obligations hereunder, the security deposit, or balance, shall promptly be returned to Tenant after the termination of this Lease. Please note that any security deposit collected runs with the premises and no portion can be returned until the lease has ended and/or the premises has been vacated by the tenants.

### 6. RENT

Tenant agrees to pay Landlord rental payments in the amounts stated above. Payments are due on the first day of each month during the Term of this Lease. Tenant shall pay rent either by hand delivery, mailing, or direct deposit. If Tenant's check payment is returned from the bank as bounced, Tenant will pay Landlord an additional \$35.00 fee and late charges as listed below will continue to accrue. Tenants are responsible for the entire rent payment in the event a co-signer on the lease moves out or cannot pay rent. Tenants remaining at the premise will continue to owe the complete rent amount due regardless if they find someone to sublet or not.

### 7. JOINT AND SEVERAL TENANCY

If more than one person signs this lease as a Tenant, their obligations are joint and several. This means that each person is responsible not only for their individual obligations, but also for the obligations of all other Tenants.

This includes paying rent and performing all other terms of this lease.

Tenant Initial(s): \_\_\_\_\_

# RESIDENTIAL LEASE AGREEMENT

A judgment entered against one or more Tenant(s) does not bar an action against the others. All subleasing must be through the Landlord. The tenant is still responsible for the payment of rent and must collect funds from the sub-tenant directly. The tenant remains responsible for all damages and charges to the unit.

Any unauthorized occupants living in the premises will cause violation of this agreement and may cause legal action. If a tenant does need to leave the premises during the term of this agreement – Landlord does offer a Tenant Release Option where a new tenant can replace a current tenant.

- The following requirements and process is required if you wish to do this:  
Any replacement tenant needs to follow the same application procedures as required by FPMVT.
- All tenants must agree to the replacement tenant.
- All parties on the initial lease must sign the Tenant Release Addendum before anyone new can move into the property.
- The tenant who is leaving must pay a \$400 Release fee to cover the time and efforts required for Landlord to facilitate this process.
- Security deposit runs with this lease agreement in its entirety. Any transfer of security deposit will need to be handled between the leaving tenant and the new tenant.
- Any proration of rent will also be handled between the leaving and the new tenant.

## 8. LATE CHARGES

If Tenant fails to pay any installment of rent or any other amount within five (5) days of the due date, the Tenant shall pay the Landlord a late charge in the amount of **\$25.00**. For each 5 days thereafter that the rent remains unpaid, Tenant must pay Landlord an additional \$10.00 for additional late charge. Charges are based off loss earning potential of rent.

## 9. POSSESSION

Landlord shall be ready to deliver possession of the Premises to Tenant at the start date of the tenancy. If Landlord is unable to deliver possession due to circumstances beyond his control, he shall have ten (10) days to remedy the situation and put Tenants into possession. If he fails to do so, Tenants may immediately terminate the lease and recover all prepaid rent and deposits.

## 10. USE OF PREMISES

Tenant shall not permit any other person to occupy the Premises. Tenant shall use the Premises only as a residential dwelling. Perspective Tenants not listed on this Lease must be approved at the discretion of the Landlord before occupying the premise. Tenant shall not use the Premises or permit any guests to use the Premises for any unlawful activities or unreasonably interfere with the rights, comforts, or conveniences of their neighbors or other Tenants.

## 11. UTILITIES & SERVICES

Tenant will pay for the following utilities and services furnished to the Premises:

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Landlord will pay for the following utilities and services furnished to the Premises:

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Landlord shall not be liable for the interruption or failure of any utility or service due to any cause beyond Landlord's control. Tenant shall be responsible for settling all utilities tied to the residence upon vacating the premise.

Tenant Initial(s): \_\_\_\_\_

## **RESIDENTIAL LEASE AGREEMENT**

Tenant agrees to always maintain a minimum heat of 55 degrees Fahrenheit. This is to prevent damage to the property. If the tenant fails to maintain this minimum heat and property damage is caused-tenant will be held liable for all damages as a result. Tenant shall notify Landlord 5 days in advance of any utilities that will be shut off during the term of this Lease or at its termination.

### **12. APPLIANCES**

Tenant shall not remove the appliances from the Premises without the permission of the Landlord. Landlord shall be responsible for any damages/or repairs needed for the listed appliances so long as the damages and/or repairs are not due to the actions of the Tenant.

### **13. SMOKE DETECTORS & LIGHTS**

Tenant understands that any smoke detector batteries or light bulbs that burn out or run out of battery during the tenancy are the responsibility of the tenant to replace. Any non-working bulbs or batteries at time of move out will be charged to the tenant and deducted from the security deposit.

### **14. SUBLEASES AND ASSIGNMENTS**

Tenant shall not sublease or assign the Lease without the prior, written permission from the Landlord.

### **15. PETS**

Tenants must have prior approval from Landlord for all pets that will be kept at the residence. Landlord has discretionary right to deny any animals kept at the premise. If approval is granted, Landlord shall hold option for revoking the approval upon giving a 30-day written notice.

### **16. PARKING**

Tenant shall be assigned \_\_\_\_\_ parking spaces. No other parking spaces shall be used by Tenant or Tenant guests. Only registered vehicles are allowed to be parked at Premise. All vehicles deemed to be in violation of these terms may be towed at either expense of the vehicle owner or their associated Tenant.

### **17. ALTERATIONS**

Tenant shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including TV antennae or satellite dish receivers), without the prior, written permission of Landlord. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land or common area.

### **18. TENANT COOPERATION**

If so requested by Landlord, Tenant agrees to cooperate with the Landlord in showing Premises to prospective tenants or buyers, prior to termination of occupancy or upon the listing of the premises for sale.

### **19. CONDITION OF PREMISE**

Tenant acknowledges that it has examined the Premises and furnishings and personal property and that they are in a good and habitable condition. Tenant shall keep the Premises and furnishings and personal property in a clean and sanitary condition and it as good order and repair as they were at the commencement of this Lease, ordinary wear and tear is be expected.

Tenant shall dispose of all garbage in designated disposal facilities. Tenant will pay for all damage to the Premises and repairs required due to the misuse or negligence of Tenant or Tenant's guests. Landlord will maintain the Premises and common areas in a habitable condition. Landlord and Tenant each agree to maintain and repair the premises in compliance with all laws, ordinances and regulations applicable to them. Tenant agrees to promptly give notice to Landlord of any required repairs or unsafe conditions and Landlord will be afforded a reasonable period of time to complete the same.

Tenant Initial(s): \_\_\_\_\_

## **RESIDENTIAL LEASE AGREEMENT**

Tenant agrees that as of leasing of the property all drains are working properly. Tenant agrees use hair/food traps to maintain the working order of drains. Tenants also agree not to flush sanitary napkins or tampons down the drain. The only thing to be flushed down a toilet are human waste & toilet paper. Non-working drains that are a cause of failing to use such measures may result in tenant being held liable for the cost of repair.

### **20. PESTS**

Tenant agrees that they will not knowingly or negligently bring any items into the Property that may be infested with pests or create any condition that would cause pest issues. Tenant agrees to keep the home in a clean and debris free condition. Tenant shall maintain their unit free from rodent and insect infestations, including bed bugs. Tenant agrees to pay for any treatments needed to eradicate pests found in the unit including utilizing high heat process. Plus all other associated expenses including expenses by Landlord to coordinate pest removal.

### **21. MOVE IN & MOVE OUT PROCEDURE**

Landlord shall be responsible for holding a pre-move in check of the premise with the Tenant. Premise conditions will be mutually inspected by both Tenant and Landlord with agreed upon "Original Condition" of commencement of Term. Landlord shall provide Tenant with signed agreement of Original Condition.

Tenant shall follow move out procedure as provided by the Landlord. Landlord will not only review Premise condition but will also take into account past rent, utilities, and any other outstanding charges against the premise when calculating the return of the Security Deposit.

### **22. GARBAGE DISPOSAL**

Landlord shall be responsible for providing proper household garbage removal in either the form of totes or large containers which will be placed at each property. Only waste from Tenants is allowed to be disposed in Landlord provided containers. Tenant shall be cautious to never throw out excessive waste at one time to overflow provided container.

All furniture, electronics, personal appliances, and similar items will be disposed by the Tenant and shall not be left outside at any time. Landlord may remove any object left by Tenant or guests at Tenants expense.

### **23. COMMON SPACE AND PORCHES**

Tenant shall have use of common space including any yard, deck, hallway within the boundaries of the property. Tenant shall not use this space for storage of personal goods. Only items that are placed in their respective setting will be allowed to be placed by Tenant in common area. Tenant agrees that at all furniture placed outside must be built/manufactured for outside use. Landlord has the right to deny Tenant of any exterior furniture that they feel may affect the value of the property.

### **24. NOISE & DISTURBANCE OF NEIGHBORS**

Tenant agrees to not cause or allow any noise or activity on the premises which might disturb the peace and quiet of another Resident and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

### **25. LIQUID FILLED FURNISHINGS**

No liquid filled furniture or receptacle containing more than five gallons of liquid is permitted without prior written consent of Landlord.

### **26. SMOKING / CANDLES / & INCENSE**

No smoking, candles, or incense are allowed to be burned inside any of the apartments or the building.

### **27. SNOW REMOVAL**

All driveways and walkways that solely serve the purpose of the Tenants individual unit is the responsibility of said Tenant. Landlord will plow common driveways permitted there is a place to put the snow. All snow removal around

Tenant Initial(s): \_\_\_\_\_

## **RESIDENTIAL LEASE AGREEMENT**

cars is by the tenant. Tenants are responsible for removing cars between 8:00 am & 4:00 pm after and during a snowstorm in order to clear parking lots. Landlord is not responsible for the clearing the driveway "skirt" and driveway for units that utilize the driveway for parking.

### **28. HOLD HARMLESS & INDEMNIFICATION**

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

### **29. TENANTS PERSONAL PROPERTY**

Tenant shall protect his/her personal property with adequate personal property insurance. Landlord is not responsible for loss or damage to Tenant's personal property. Landlord shall have no liability to the tenant, and the tenant shall indemnify and hold the landlord harmless from and against any and all claims arising from Landlord's handling and/or disposal of any personal property remaining on the leased premises after the Tenant has vacated.

### **30. ACCESS**

Landlord and its agents may enter the Premise at any time once given 48 hours prior notice. Notice may either be through email or phone call. In an emergency, and as permitted by law, Landlord may enter the Premises without prior notice to Tenant.

### **31. TERMINATION OF LEASE**

It is expressly agreed that Landlord, at its option, may terminate this Lease upon 60 days' notice to Tenant. Landlord may terminate lease within 30 days' notice in the event Tenant defaults the terms of this agreement. Tenant acknowledges that execution of this lease is receipt of written notice that this lease terminates for no cause on the expiration of the initial term unless otherwise renewed or extended in writing from the landlord. No additional notice shall be required.

### **32. LOSS OR DAMAGE**

Unless, caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own possessions. Landlord will not be responsible for the acts and responsibilities of other tenants or guests that may be visiting or residing at the premise.

### **33. COMPLIANCE WITH LAW**

The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

### **34. DEFAULT & GROUNDS FOR TERMINATION**

Tenant agrees that the Landlord may terminate the tenancy upon 14 days written notice for the non-payment of rent or (2) instances of not paying the rent on a timely manner.

Tenant agrees that the Landlord may terminate the tenancy upon written 30 days notice on the following grounds:

- a. Failure to pay any installment of rent or any other amount hereunder on the date it is due;
- b. Failure to perform or comply with any agreement, term or condition of this Lease;
- c. Abandonment of Premises;
- d. Any misrepresentation or omission of Tenant made to Landlord in connection with the lease; or
- e. Assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against Tenant of any guarantor.

Tenant Initial(s): \_\_\_\_\_

# **RESIDENTIAL LEASE AGREEMENT**

- f. Causing an undue financial burden on the Unit or property

## **35. REMEDIES OF LANDLORD**

Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction.

## **36. SURRENDER**

At the expiration or termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear expected.

Any personal property left on Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to the applicable law.

## **37. SEVERABILITY**

The provisions of this Lease are severable, and if any part of the Lease is held illegal, invalid, or inapplicable to any person or circumstance, the remainder of this Lease shall remain in effect.

## **38. ARBITRATION**

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Vermont or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

## **39. ENTIRE AGREEMENT**

This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representation that are not set forth herein. This Lease may only be amended in a writing that is signed by both Landlord and Tenant.

## **40. APPLICABLE LAW**

This Lease will be interpreted and enforced in accordance with the laws of Vermont.

## **41. LEAD-BASED PAINT DISCLOSURE**

For Landlords whose premises were built prior to 1978 you are required to provide a Lead-Based Paint Disclosure to the Tenant. By initialing here, Tenant acknowledges receipt of the Lead-Based Paint Disclosure Form.

## **42. SPECIAL CONDITIONS**

## **43. ADDENDUM/SUPPLEMENTAL CONDITIONS**

Additional terms to Contract are set forth in the addendum (or Addenda) or Supplemental Conditions signed by Landlord and Tenant. Yes  No

Tenant Initial(s): \_\_\_\_\_

# RESIDENTIAL LEASE AGREEMENT

**44. ENTIRE AGREEMENT**

This agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

**45. INDEMNITY**

Tenant will indemnify Landlord against, and hold Landlord harmless from, all claims, actions, proceedings, costs damages, and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the leased Premises.

**LANDLORD'S AGREEMENT TO LEASE**

<i>Landlord Signature &amp; Date</i>
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**TENANT'S AGREEMENT TO LEASE**

<i>Tenant Signature &amp; Date</i>
<i>Tenant Signature &amp; Date</i>
<i>Tenant Signature &amp; Date</i>
<i>Tenant Signature &amp; Date</i>
<i>Tenant Signature &amp; Date</i>
<i>Tenant Signature &amp; Date</i>

**CO-SIGNER'S GUARANTEES**

Co-signor hereby guarantees Tenant's full and timely performance of all obligations in this Lease, and Co-signor shall be liable to Landlord for all damages, court costs, sheriff's fees, and attorney's fees incurred by Landlord in securing Landlord's rights and remedies under this Lease and Vermont law. All parties agree that this contract is guaranteed by a co-signer:    Yes     No

<i>Name</i>	<i>Phone</i>	<i>Email</i>	<i>Signature</i>

Tenant Initial(s): \_\_\_\_\_