

## SAMPLE LEASE

THIS LEASE AGREEMENT is made and entered into, as of the date on the signature pages, between \_\_\_\_\_ and their successors and assigns, hereinafter referred to as "Landlord", and the following persons hereinafter identified as "Tenant", whether singular or plural:

\_\_\_\_\_  
\_\_\_\_\_

In consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. **Premises.** Landlord hereby leases to Tenant the following "premises":

Apt # X  
The Creamery  
20 Jolina Court Road  
Richmond, Vermont 05477

Unless indicated otherwise the premises shall be used as a personal residence and not otherwise. Only the persons who have executed this Lease as a Tenant, and their children, shall be considered as a Tenant hereunder. No other persons may reside at the premises.

2. **Term.** This Lease shall be for the term of \_\_\_\_\_ commencing on \_\_\_\_\_.
3. **Rent.** Tenant shall pay to Landlord as rent for the initial term of this Lease, \$\_\_\_\_\_, to be paid in equal monthly installments of \$\_\_\_\_\_ on the \_\_\_\_\_ day of the month.

If rent is received after the \_\_\_\_\_ day of the month, a late fee of \$100 shall be assessed and considered additional rent.

Tenant has opted to pay their rent by the following method (check one):

- Electronic Funds Transfer ("EFT") payment  
 Automated Clearing House ("ACH") payment  
 Cash, check or money order delivered to the landlord

Rent is payable without demand or notice. Any increase of rent shall take effect on the first day of the rental period following not less than 60 days actual notice to the Tenant. Actual notice shall be written notice which is hand-delivered or mailed to the Tenant's last known address.

No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent shall be deemed to be other than a payment on account, and no endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check or payment as partial payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder or to pursue against Tenant any additional remedies available under this Lease or provided at law or in equity. This provision and the provisions to pay all sums under this Lease shall survive the Lease.

4. **Utilities and Appliances.** The Owner shall provide for or pay for the utilities and appliances as indicated below without any additional charge to the Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated.

	<b>Provided by</b>	<b>Paid by</b>
Electricity (Solar Powered)	Green Mountain Power	Tenant
Internet (Fiber Optic)	Waitsfield Intercom	Tenant
Water & Sewer	Town of Richmond	Landlord
Trash & Recycling Collection		Landlord
Snow Removal & Lawn Care		Landlord
Refrigerator		Landlord
Range & Microwave		Landlord

Tenant shall pay for all utilities with respect to the premises, except which Landlord shall pay. Failure to maintain or pay will be grounds for termination of tenancy.

Tenant shall not waste utilities provided by the Owner.

5. Notice to Vacate. Notice of termination shall be as required by Vermont law.
6. Security Deposit. Landlord hereby acknowledges the receipt from Tenant of \$\_\_\_\_\_ as a security deposit. The security deposit shall secure the performance of the Tenant's obligations under this lease and Vermont law. The Landlord may retain all or a portion of the security deposit to remedy defaults of Tenant, including but not limited to, 1) nonpayment of rent, 2) damage to the property of the Landlord unless the damage is the result of normal wear and tear, or the result of actions or events beyond the control of the Tenant, 3) nonpayment of utility or other charges which the Tenant is required to pay directly to the Landlord or to a utility, and 4) expenses required to remove from the apartment articles abandoned by the Tenant.

If Tenant is more than one person, the security deposit, minus any deductions, shall be returned when all of such persons have vacated and/or abandoned the premises, unless such deposit is retained by Landlord, in whole or in part, pursuant to the provisions of this lease and Vermont statute.

The attached **Inspection Checklist** shall be used to determine the physical condition of the premises for the purpose of refunding any or all of the security deposit.

Tenant agrees to reimburse the Landlord for any deductions from the security deposit by the Landlord during the term of the lease. This reimbursement shall occur within ten (10) days of receipt of notice from the Landlord. It is the intent of this provision that the Landlord shall have a security deposit of \$\_\_\_\_\_ when the lease terminates or the Tenant vacates.

Landlord shall notify Tenant of the application of the security deposit in writing within 14 days from the date the Tenant vacated or abandoned the premises. Notification shall be hand-delivered or mailed to Tenant's last known address. Tenant shall notify Landlord of their forwarding address upon vacating the premises. The notice shall itemize any deductions from the security deposit.

7. Municipal Assessments. Landlord shall pay all municipal assessments with respect to the premises.
8. Alterations. Tenant shall make no alterations, additions or improvements, including painting, to the premises without the prior written consent of Landlord. If any improvements are done without approval, the Tenant will be charged \$250 fee and the cost of repair or return to original status.
9. Acceptance of Premises. Tenant has inspected the premises, and Tenant's acceptance of possession of the premises is conclusive evidence of its receipt in good order and repair, in the condition as set forth on the inspection checklist. Upon the termination of this lease, the Tenant shall thoroughly clean the premises and shall leave the premises and the improvements therein, in the same condition as at the commencement of this lease, reasonable wear and tear excepted.

10. Assignment and Sub-Leasing. Tenant shall not assign, mortgage, pledge or encumber this Lease, or the premises, or sub-let the whole or any part of the premises without Landlord's prior written consent.
11. Holding Over. If Tenant should hold over and remain in possession of the premises after the expiration of this lease, it shall not be deemed or construed to be a renewal or extension of the lease term, but shall only operate to create month-to-month tenancy. All other provisions of the lease agreement will remain in full force and effect.
12. Common Areas. The sidewalk, entrance, hall, passages, stairways, and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose than those of ingress or egress from the premises.

Parking: Tenant is allowed \_\_\_\_\_ parking spaces and that parking will be in the space designated by the landlord. The Landlord can make amendments to parking location and restrictions as necessary to best support the development. Tenant agree to not park in short term or allocated business spaces. Any violation will be towed at the vehicle's owner's expense. Only the following vehicles shall be permitted to be parked at the premises:

Make\_\_\_\_\_ Model\_\_\_\_\_ Year\_\_\_\_\_ Plate#

Make\_\_\_\_\_ Model\_\_\_\_\_ Year\_\_\_\_\_ Plate#

No unlicensed, unregistered, or inoperable motor vehicles can be parked or stored at the premises.

Tenant hereby authorizes Landlord to cause any vehicles parked or stored at the premises which do not comply with this section to be towed or otherwise removed from the premises. Tenant agrees that Landlord shall have no liability to Tenant or the owner of the vehicle for any loss, cost, damage or claims associated with the removal or towing of a vehicle as permitted under this lease.

Laundry: Common laundry facilities are provided. Tenant agrees follow any posted rules or requirements of use.

Tenant Storage: Tenant will be allocated a specific storage unit for use of recreational equipment, luggage, personal items and general storage. No food, plants or such can be stored. Landlord reserves the right to inspect and request removal of any element that could be impacting the property.

13. Refuse and Mandatory Recycling. Tenant shall dispose of all garbage, refuse and recycling in such a manner and at such times as Landlord shall direct.

In jurisdictions, for example, Chittenden County, where recycling is mandatory, Tenant shall comply with the applicable ordinances and regulations on mandatory recycling. Tenant shall sort and separate recyclable materials from all other solid waste and place recyclables in proper recycling containers provided. If the local jurisdiction finds that Tenant has violated any provisions of the 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.

14. Smoking. Smoking, including the use of vaping systems and electronic cigarettes (e-cigarettes) is prohibited inside the premises. Tenant may only smoke outside the premises.
15. Marijuana Use and Cultivation. The use and cultivation of marijuana in any form on these premises is strictly prohibited. A violation of this section is considered a breach of the lease agreement and your tenancy may be terminated as a result.
16. Animals. No animals shall be permitted on the premises.
17. 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.

18. Tenant Obligations and Termination. Tenant shall not create or contribute to the noncompliance of the premises with applicable state, federal, or local codes, statutes, regulations and ordinances. Tenant shall promptly comply with all laws, orders, rules, and directions of all governmental authorities, property owners' associations, insurance carriers or similar group. Tenant shall be responsible for the cost of any noncompliance that was created or contributed to by Tenant or Tenant's guests.

Tenant shall maintain their unit free from rodent and insect infestations, including bed bugs. Tenant shall be responsible for extermination when the infestation is caused by Tenant's failure to maintain the premises or Tenant introduces the rodent or insect into the unit.

Tenant shall not engage in any activity in or about the premises which might increase the insurance premiums on the premises. If Tenant causes any increase in insurance premium, Tenant shall be responsible for paying the increase as additional rent. Any unpaid amounts may be deducted from the security deposit by the Landlord, or collected in a separate action.

If Tenant is more than one person, each such person acknowledges that the Landlord has executed this lease based on the combined financial resources and credit of all such persons. The Landlord would not sign this lease with any one of such persons individually. *Therefore, it will be a breach of the lease when any such party vacates the premises, if that person is not replaced by another person, approved by the Landlord, with financial resources and credit equal to that of the vacating person, and if the lease is not amended to include the new person as a Tenant.*

The Tenant shall not install additional or different locks or gates on any doors or windows of the premises without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks the Tenant agrees to provide the Landlord with a key to each lock. When this Lease ends, the Tenant agrees to return all keys to the premises to the Landlord. If all keys are not returned to the Landlord, Landlord will charge the Tenant \$ \_\_\_\_\_, or the cost of replacing the locks and keys.

Tenant shall conduct himself or herself and require other persons in the premises with the Tenant's consent to conduct themselves in a manner that will not disturb other Tenants' peaceful enjoyment of the premises. Tenant shall not conduct himself, or permit others to conduct themselves in any activity which is illegal, nor shall the Tenant occupy the premises in a manner which violates any state, local, or federal rules, regulation, statutes or ordinances.

Tenant is not permitted on building roof, porch roofs, or on or in any other building structure that is not intended for occupancy by the tenant. Violation of this section is grounds for termination of tenant's tenancy.

Tenant shall not display or in any way threaten, intimidate, or harass any resident, guest, Landlord, or agent of the Landlord with any weapon or instrument that could be deemed or perceived to be a weapon, including, but not limited to, firearms, rifles, shotguns, BB guns, pellet guns, paintball guns, knives, machetes. The above listed weapons shall not be in the common areas of the Premises. Tenant shall not discharge any type of firearm on the property, including within the Tenant's rented premises.

The Tenant shall not deliberately or negligently destroy, deface, damage or remove any part of the premises or the building in which the premises is located, or its fixtures, mechanical systems furnishings or deliberately or negligently permit any person to do so.

If this is a month to month lease, the Landlord may terminate the lease for no cause by actual notice given to the Tenant at least 30 days prior to the termination date specified in the notice.

Any misrepresentation of information in Tenant's application to rent shall constitute good cause for termination of this lease.

If the Tenant acts in violation of this lease, Landlord has to defend against Tenant claims, or Tenant fails to vacate upon receipt of a termination notice, and Landlord has to retain an attorney to secure the Landlord's rights and remedies, the Landlord shall be entitled to recover from Tenant reasonable attorney's fees and other costs and expenses so incurred, including reasonable attorney's fees and expenses for sending any termination notices. Nonpayment of attorney's fees may be considered a breach of this lease agreement.

19. Repairs and Maintenance. Landlord shall be responsible for all repairs and maintenance with respect to the premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of the Tenant or a person on the premises with the Tenant's consent. Those repairs and maintenance which are the responsibility of the Tenant shall be performed by a contractor approved by the Landlord immediately upon demand of the Landlord. If the repairs and maintenance which are the obligation of the Tenant are performed by the Landlord, the cost of such repairs and maintenance shall be paid by the Tenant in full on the next rental payment date hereunder as additional rental, or may be deducted from the Tenant's security deposit.

In the event of a repair/maintenance issue that is out of Landlord's control or is unknown to Landlord (e.g. extreme winter cold, frozen pipes, unavailability of furnace or appliance parts or similar event), Landlord shall not be liable to Tenant as long as Landlord is taking reasonable action to secure a repair, nor shall Landlord be obligated to provide payment for substitute or replacement housing for Tenant.

20. Waiver. A waiver by Landlord of any default on the part of Tenant shall not be considered or treated as a waiver of any subsequent or other default.
21. Access. The Landlord may enter the premises with the Tenant's consent, which consent shall not be unreasonably withheld.

The Landlord may enter the premises for the following purposes between the hours of 9:00 a.m. and 9:00 p.m. but on not less than 48 hours' notice:

- 1) when necessary to inspect the premises;
- 2) to make necessary or agreed repairs, alterations or improvements;
- 3) to supply agreed services; or
- 4) to exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

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

22. Hold Harmless. The Landlord shall not be liable for, and the Tenant shall hold the Landlord harmless and indemnify the Landlord from, injury (including death), or damage to persons or property occurring in or about the premises, unless resulting from the negligence or willful act of the Landlord or any of the Landlord's agents, servants or employees.
23. Tenant's Personal Property. Tenant shall protect their personal property with adequate personal property insurance.

Landlord is not responsible for loss of or damage to Tenant's personal property.

Landlord shall have no liability to Tenant, and 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 premises after the Tenant has vacated.

It is agreed that any personal property remaining on the premises after the Tenant has vacated shall be deemed abandoned by the Tenant and Landlord may dispose of the personal property without notice to the Tenant and without liability to the Landlord.

24. Partial or Total Destruction of Premises. In the event the premises are totally or partially destroyed, and/or are uninhabitable, this lease, at the option of the Landlord, shall terminate. Providing that the destruction and/or uninhabitability of the premises is not due to the intentional or negligent acts of the Tenant, Tenant's obligation for the payment of rent hereunder shall cease upon receipt of Landlord's election to terminate the lease and Tenant

actually vacating the premises. Landlord is not obligated to provide payment for substitute or replacement housing for the Tenant.

- 25. Time is of the Essence. It is understood and agreed that time and strict performance of all of the terms herein, by the Tenant to be performed and reserved, shall be of the essence.
- 26. 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.
- 27. Delivery of Possession. The landlord's obligation to deliver possession of the premises is contingent upon the current occupant of the premises vacating the premises and removing all of their personal property from the premises. Failing which, this lease shall be deemed cancelled, and neither party shall have any obligation to the other, except that all deposit money and prepaid rent paid shall be returned to Tenant.
- 28. Joint and Several Liability. All persons constituting Tenant hereunder are jointly and severally liable for the performance of all of the obligations hereunder. Furthermore, this agreement shall be binding upon the heirs, assigns and legal representatives of each such party. If Tenant is more than one person, notice to any one of such persons shall be deemed to be notice to all of such persons constituting Tenant.
- 29. Partial Invalidity. If any term or provision of this lease is held invalid or unenforceable, said invalidity shall not affect the remainder of this lease which shall remain valid and enforceable to the fullest extent.
- 30. Entire Agreement. This Lease Agreement, together with all attachments/addendums hereto, contains all of the agreements and understandings relating to the leasing of the premises and the obligations of Landlord and Tenant in connection with such leasing. This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant.
- 31. Amendments. This lease shall not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant. Landlord shall not have waived or released any of its rights hereunder unless in writing and executed by the Landlord.

\_\_\_\_\_  
Tenant date

\_\_\_\_\_  
Landlord date

Printed name: \_\_\_\_\_

\_\_\_\_\_  
Tenant date

Printed name: \_\_\_\_\_

*IF NECESSARY*

**Co-Signor:**

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.

Co-Signor \_\_\_\_\_ Co-Signor \_\_\_\_\_

Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_