

Premises: \_\_\_\_\_

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

Guarantor(s): \_\_\_\_\_

## LEASE AGREEMENT

This **LEASE AGREEMENT** (this "**Lease**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and among Tenant (as defined below), Guarantor (as defined below, if any), and Landlord (as defined below).

In consideration of the terms and conditions set forth in this Lease, the parties hereby agree as follows:

**1. DEFINED TERMS.** For purposes of this Lease, the following capitalized terms shall have the following meanings unless the context clearly indicates otherwise:

**"Additional Rent"** means the additional rent in the amount of **\$25.00** due for every 10 days the Base Rent is not paid by Tenant on the date the Base Rent is due pursuant to the terms of this Lease.

**"Base Rent"** means, during the initial 12 months of the Lease Term, the monthly base rent of \$\_\_\_\_\_.00, and after the initial 12 months of the Lease Term, the Base Rent may be increased by Landlord upon Landlord giving Tenant at least two full calendar month's prior written notice.

**Tenant #1 Initials:** \_\_\_\_ **Tenant #2 Initials:** \_\_\_\_ **Guarantor #1 Initials:** \_\_\_\_ **Guarantor #2 Initials:** \_\_\_\_

**"Guarantor"** means (individually and collectively) the following person(s), if any: **N.A.**

**"Lease Term"** means the period commencing **May 1, 2013** and ending **April 30, 2014** (the "**Initial 12-Month Term**"); ***provided, however, that after the Initial 12-Month Term the term of this Lease shall automatically continue in accordance with the terms of this Lease and shall not expire or terminate except as provided in Section 3.***

**"Landlord"** means McHugh & McHugh, LLC, a Vermont limited liability company, whose mailing address is 3441 N. Greenview Ave., Chicago, IL 60657, with an office telephone number of (312) 952-7709, a fax number of 312-258-5600 (ATTN: David McHugh) and email address of [info@mchughapartments.com](mailto:info@mchughapartments.com).

**"Landlord's Payment Address"** is McHugh & McHugh, LLC, c/o Laura A. McHugh, 500 Dalton Drive, Unit E, Colchester, VT 05446, or such other address designated by Landlord after notice from Landlord to Tenant. ***CHECKS ONLY. Do not use cash under any circumstances.***

**"Minor Children"** means the following minor child or children, if any, of Tenant: **N.A.**

**"Premises"** means the dwelling unit at \_\_\_\_\_. For the purposes of this Lease, the term "Premises" shall include the entire dwelling unit, as well as any common areas (including the land around the Premises, and, to the extent applicable, any stairs, steps, walkways, driveways, and laundry rooms), and garage, decks/porches.

**"Rent"** means, collectively, the Base Rent, Additional Rent and any other additional Rent incurred or required to be paid pursuant to the terms of this Lease.

**"Rent Due Date"** means the **first** day of every month during the Lease Term.

**"Security Deposit"** means \$\_\_\_\_\_.00.

**"Tenant"** means (individually **and** collectively), the following person(s): \_\_\_\_\_ . All references to "**Tenant**" shall include each Tenant and both Tenants, if applicable.

Premises: \_\_\_\_\_

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

Guarantor(s): \_\_\_\_\_

2. **PREMISES; LIMITED OCCUPANCY.** Landlord hereby leases to Tenant the Premises to Tenant and the Minor Children, if any. No other persons shall reside at the Premises. Additional occupants, including visitors, shall not stay at the Premises without the written consent of Landlord; *provided, however*, that visitors may stay at the Premises for up to seven calendar days in the aggregate during any calendar year without written consent of the Landlord.

3. **TERMINATION.** This Lease shall not be terminated by Tenant with an effective date that is prior to the end of the Initial 12-Month Term and if Tenant wants to terminate this Lease at the end of the Initial 12-Month Term, then Tenant shall provide Landlord with written notice at least two full calendar months prior to the end of the Initial 12-Month Term. After the Initial 12-Month Term, the term of this Lease shall automatically continue thereafter and shall not expire or terminate unless Tenant gives Landlord at least two full calendar months' prior written notice. If Tenant moves out of the Premises in violation of this Lease, Tenant shall pay the Base Rent, any Additional Rent and any other additional Rent for the remainder of the Lease Term, as well as any other fees and expenses incurred by Landlord in re-renting the Premises. Landlord may terminate this Lease at any time in the event of a violation or breach of the terms of this Lease by Tenant by giving written notice of such breach. Landlord may also terminate this Lease for any reason or for no reason with an effective date of termination no earlier than the end of the Initial 12-Month Term by giving Tenant at least two full calendar month's prior written notice.

Tenant #1 Initials: \_\_\_\_ Tenant #2 Initials: \_\_\_\_ Guarantor #1 Initials: \_\_\_\_ Guarantor #2 Initials: \_\_\_\_

4. **PAYMENT OF RENT.** ALL RENT MUST BE PAID BY CHECK—NO CASH. No payment by Tenant or receipt by Landlord of a lesser amount than the correct amount of 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 as partial payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant under this Lease 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 termination of this Lease.

5. **ADDITIONAL RENT DUE IF BASE RENT NOT TIMELY PAID.** Tenant shall pay to Landlord the Base Rent on or before the Rent Due Date without demand or notice. If Landlord does not receive the Base Rent in full within five days of the Rent Due Date, Tenant shall be required to pay Landlord an additional amount of rent equal to the Additional Rent. If Landlord does not receive the Rent in full within ten days of the Rent Due Date, Tenant shall be required to pay Landlord an additional amount of rent equal to the Additional Rent. If Landlord does not receive the Rent in full within twenty days of the Rent Due Date, Tenant shall be required to pay Landlord an additional amount of rent equal to the Additional Rent.

**The following is an illustration of the requirements of this Section 5: If Landlord receives the Base Rent on or between the 6<sup>th</sup> and the 10<sup>th</sup> of the month. Tenant shall pay Landlord the Base Rent plus \$25.00. If Landlord receives the Base Rent on or between the 11<sup>th</sup> and 20<sup>th</sup> day of the month, Tenant shall pay Landlord the Base Rent plus \$50.00.**

Tenant #1 Initials: \_\_\_\_ Tenant #2 Initials: \_\_\_\_ Guarantor #1 Initials: \_\_\_\_ Guarantor #2 Initials: \_\_\_\_

The Base Rent shall not be increased until the end of the initial 12-month period of the Lease Term and after such date the Base Rent may be increased by Landlord after giving Tenant two full calendar month's prior written notice.

Premises: \_\_\_\_\_

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

Guarantor(s): \_\_\_\_\_

**6. PLACE OF PAYMENTS; PURPOSE OF ADDITIONAL RENT.** ALL PAYMENTS DUE FROM TENANT UNDER THIS LEASE MUST BE PAID BY CHECK AND NOT BY CASH. Tenant must mail all payments to Landlord’s Payment Address. Tenant is responsible for properly addressing all envelopes to Landlord’s Payment Address and affixing the proper postage to the envelope. Neither postmark nor date of check is controlling. All Rent must be paid without demand and without notice. Additional Rent is used by Landlord to off-set the additional costs incurred by Landlord as a result of Tenant not timely paying the Rent.

**7. SECURITY DEPOSIT.** Landlord hereby acknowledges that Tenant has paid the Security Deposit. The Security Deposit shall secure the performance of the Tenant’s obligations under this Lease and Vermont law. Landlord may retain all or a portion of the Security Deposit to remedy defaults of Tenant, including (a) nonpayment of Rent, (b) damage to the Premises or any other property of Landlord unless the damage is the result of normal wear and tear, (c) nonpayment of utility or other charges or fees or expenses which the Tenant is required to pay directly to Landlord or to a utility, and (d) expenses required to remove from the Premises articles abandoned by the Tenant. Tenant agrees to reimburse Landlord for any deductions from the Security Deposit by Landlord during the Lease Term. This reimbursement shall occur within ten days of receipt of notice from Landlord. The Security Deposit shall never be less than the amount of the current Base Rent. If there is more than one Tenant, the Security Deposit shall be returned when each Tenant under this Lease have vacated and/or abandoned the Premises. **UNDER NO CIRCUMSTANCES SHALL THE SECURITY DEPOSIT, IN WHOLE OR IN PART, BE USED BY TENANT AS PAYMENT FOR ANY BASE RENT, ADDITIONAL RENT OR ANY OTHER ADDITIONAL RENT.** See Section 40 – Notification to Credit Bureaus.

**Tenant #1 Initials:** \_\_\_\_\_ **Tenant #2 Initials:** \_\_\_\_\_ **Guarantor #1 Initials:** \_\_\_\_\_ **Guarantor #2 Initials:** \_\_\_\_\_

**8. JOINT AND SEVERAL LIABILITY.** Each Tenant under this Lease is jointly and severally (together and separately) responsible for complying with each and every provision of this Lease, including payment of all amounts due under this Lease (including Base Rent, Additional Rent and any other additional Rent, damages, expenses and/or fees and expenses (e.g., reasonable attorneys’ fees and expenses). *For illustration purposes, if one Tenant moves out of the Premises, Landlord can seek 100% of the Rent from the Tenant that didn’t move out, or from the Tenant that did move out, and/or from both Tenants (i.e., “All for one and one for all”), regardless of any agreement between the Tenants and regardless of any fault of one Tenant vis-à-vis the fault, if any, of the other Tenant.*

**Tenant #1 Initials:** \_\_\_\_\_ **Tenant #2 Initials:** \_\_\_\_\_ **Guarantor #1 Initials:** \_\_\_\_\_ **Guarantor #2 Initials:** \_\_\_\_\_

**9. UTILITIES.** Tenant shall pay for all utilities for the Premises. Tenant agrees to maintain a minimum temperature of 55 degrees at all times in the Premises. Use or the presence of petroleum fueled heaters is strictly prohibited. Tenant shall never change or cause to be changed the utility provider for heating and/or cooking fuel. Tenant shall never change or cause to be changed any fuel tanks or containers used to store heating and/or cooking fuel. If Tenant violates this provision, Tenant agrees that Tenant shall restore the utility provider at Tenant’s sole expense. At all time during the term of this Lease, Tenant shall provide Landlord, with or without demand from Landlord, Tenant’s home, cellular and work telephone numbers.

**10. UTILITY PAYMENTS.** Before moving into the Premises, Tenant shall arrange, be responsible, and pay for all utilities, including heat, hot water, electricity, and gas, subject only to the following modification(s):

If the Premises are at Hazelwood Place or Grey Birch Drive, Landlord shall pay for up to **Thirty-Two Dollars (\$32.00)**, per quarterly billing cycle, of cold water charges for the dwelling unit. Such cold water charges that exceed **Thirty-Two Dollars (\$32.00)** shall be

Premises: \_\_\_\_\_  
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considered additional Rent and shall be paid by Tenant immediately upon demand from Landlord. Landlord may deduct such charges from the Security Deposit upon termination of this Lease.

If the Premises is at Hickok Street, Woodlawn Road, or River Road, Landlord shall pay for the dwelling unit's cold water.

**11. MUNICIPAL ASSESSMENTS.** Landlord shall pay all municipal taxes with respect to the Premises.

**12. APPLIANCES.** If an appliance supplied by Landlord becomes inoperable due to normal wear and tear, Landlord shall have the appliance repaired.

**13. ALTERATIONS.** Tenant shall make no alterations, additions or improvements without the express written permission of Landlord. Tenant shall never paint or wallpaper the Premises without the express written permission of Landlord. If Tenant violates the provisions in this Section 13, Tenant shall pay for all costs and expenses incurred by Landlord in returning the Premises to its original state and such costs and expenses shall constitute additional Rent.

**14. LIGHT BULBS.** Landlord will supply light bulbs in receptacles owned by Landlord at the time Tenant moves into the Premises. Tenant shall furnish replacement light bulbs thereafter and shall leave the Premises with working light bulbs when the tenancy is terminated. If Tenant does not leave the Premises with working light bulbs when the tenancy is terminated, Tenant shall pay Landlord for the costs of replacing the light bulbs and such costs shall constitute additional Rent.

**15. ACCEPTANCE OF PREMISES.** Unless Tenant provides Landlord written notice to the contrary by no later than five days following the first date of the Lease Term, it is hereby acknowledged and agreed that the Premises are in good order and repair. **The "Move-In and Move-Out Inspection Report" attached hereto as Exhibit B shall be completed by Tenant and provided to Landlord (either via FACSIMILE at 312-258-5600 (or attaching a PDF via email at [info@mchughapartments.com](mailto:info@mchughapartments.com)) no later than ten calendar days following the first day of the Lease Term.** If Tenant does not provide Landlord with such "Move-In and Move-Out Inspection Report" by such date, the condition of all aspects of the Premises shall be deemed to be in good order and repair without any exception.

**Tenant #1 Initials: \_\_\_\_\_ Tenant #2 Initials: \_\_\_\_\_ Guarantor #1 Initials: \_\_\_\_\_ Guarantor #2 Initials: \_\_\_\_\_**

**16. TERMINATION OF LEASE.** Tenant shall clean the Premises prior to vacating the Premises in accordance with this Lease. Cleaning the Premises includes, but is not limited to, the following: dusting all walls and ceilings; disinfecting the bathroom, including the tub, toilet, sink, medicine cabinet and mirrors; cleaning the kitchen floor, (including the floor under the stove/oven), the stove/oven, (inside and outside), the dishwasher, and all cabinets and closets. Tenant shall leave the Premises in the same condition that the Premises were in as of the commencement of this Lease with the exception of normal wear and tear. Tenant shall pay and be responsible for (a) all damages to the Premises that are not due to normal wear and tear, (b) Landlord's costs and expenses in cleaning the Premises due to Tenant's failure to comply with Tenant's obligations under this Lease. All of such costs shall constitute additional Rent. Tenant shall cooperate with the transition of a new tenant to the Premises by, among other things, coordinating the transfer of the utilities (gas and electric) and the repainting of the Premises by Landlord. Tenant is responsible for keeping the utilities (gas and electric) on until the end of the last day of the Lease Term in order to prevent damage to the Premises. Tenant shall not be entitled to any pro-rated rent in the event Tenant vacates the Premises prior to the last day of the Lease Term.

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**17. ASSIGNMENT AND SUB-LEASING.** Tenant shall not assign, mortgage, pledge or encumber this Lease or the Premises without express written consent of Landlord. Tenant shall not sublet the whole or any part of the Premises without the express written consent of Landlord.

**18. HOLDING OVER.** If Tenant holds over and remains in possession of the leased Premises after the expiration of this Lease without Landlord's express written permission, such hold over shall not be deemed and shall not be construed to be a renewal or extension of this Lease. Such hold over shall only operate to create a tenancy at-will. During such hold over period, all obligations as stated in this Lease shall continue to be binding upon Tenant.

**19. COMMON AREAS.** The sidewalk, entrance, passages 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. No satellite dishes or similar devices shall be installed without Landlord's prior written consent. (See Rule#11 on the attached ***Exhibit A*** RULES AND REGULATIONS FOR THE MUTUAL BENEFIT OF LANDLORD AND TENANT.)

**20. REFUSE.** Tenant shall not leave any garbage or refuse in the common areas or outside of the Premises. For Tenants of Hazelwood Place, Tenant shall dispose of all garbage and refuse in (and only in) the common dumpster; *provided, however,* that any large items left in or near the common dumpster at Hazelwood Place shall be charged to Tenant and shall be Tenant's sole responsibility and expense. For Tenants of Grey Birch Drive, River Road, Hickok Street or Woodlawn Road, Tenant shall pay for all garbage and refuse removal and Tenant shall dispose of all garbage and refuse in a timely manner.

**21. ANIMALS.** Absolutely no animals are permitted on the Premises at any time. Furthermore, Tenant shall not take care of any pet/animal in or on the Premises. Tenant shall not permit any guests of Tenant to bring any pet/animal into or onto the Premises at any time. **Notwithstanding the foregoing, Tenant shall be permitted to have up to two cats only.**

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**22. TENANT OBLIGATIONS.** Tenant shall not create or contribute to the noncompliance of any and all applicable laws or regulations, including building, housing and health and safety regulations. Tenant shall not do or permit anything to be done in or about the Premises which may result in an increase in the insurance premiums for the Premises. No Tenant shall bring or keep in or on the Premises any substances whatever which shall in any way increase the rates for fire or liability insurance for the Premises or increase the risk of fire on or in or damage to the Premises. Waterbeds are not allowed in the Premises unless Tenant provides Landlord with an insurance certificate naming Landlord as an additional insured party. Tenant shall not destroy, deface, damage or remove any part of the Premises, including all fixtures, mechanical systems, or any other furnishings. No automobiles or motorcycles are to be parked on the Premises, except at a place or places designated by Landlord. No unlicensed automobiles or motorcycles shall be parked on the Premises at any time. Tenant shall not operate or permit to be operated any snowmobiles, all-terrain vehicles (ATVs) or other similar vehicles on any part of the Premises, including the wooded area surrounding the buildings (Note that Landlord's property includes a total of approximately ten acres). Tenant shall immediately notify Landlord of any situation which may result or is resulting in any damage to the Premises. Tenant shall immediately notify Landlord of any and all problems associated with any fixtures, appliances, and structure of the Premises. Any and all damages resulting as a consequence of Tenant failing to notify Landlord shall be paid by Tenant and shall constitute additional Rent. All requirements for Tenant to notify Landlord pursuant to this Lease shall be made by telephone first (see page 1 for proper telephone number) (which, by itself, shall not constitute notice) and then followed by written notice (see page 1 for proper address) (which written notice shall be the only form of notice that shall constitute notice for purposes of this Lease).

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Guarantor(s): \_\_\_\_\_

**23. STORAGE.** Tenant has no right of storage in any area except in the storage areas provided. All storage shall be in compliance with any and all fire, health and safety regulations.

**24. LAUNDRY.** Tenant shall not hang or display any laundry on the outside of the Premises.

**25. LOCKS AND LOCKOUTS.** Tenant shall not change or cause to be changed the locks to the Premises or garage without the express written consent of Landlord. Upon expiration of this Lease, Tenant shall provide Landlord with all keys to the Premises. If all the keys to the Premises are not returned by Tenant upon expiration of this Lease, or if Tenant changes the locks or causes the locks to be changed in violation of this Lease, Tenant shall pay Landlord **Seventy-Five Dollars (\$75.00)** for replacing the locks to the Premises. If Tenant is locked out of the Premises during Lease Term, Tenant may call Landlord to let Tenant into the Premises; *provided, however*, that Tenant shall pay Landlord a fee of up to **Fifty Dollars (\$50.00)** for this service and this fee is due and payable at the time of service. If such fee is not immediately paid, such fee shall constitute additional Rent.

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**26. NOISE.** Tenant shall not disturb other tenants' peaceful enjoyment of their premises, which, in part, includes the Premises. Tenant shall require all visitors and/or guests to not disturb other tenants' peaceful enjoyment of the other tenants' premises.

**27. REPAIRS AND MAINTENANCE.** Tenant shall be responsible for all repairs and maintenance resulting from the intentional and negligent acts or omissions of Tenant or Tenant's guests. Such repairs and maintenance shall be performed by Tenant immediately upon demand of Landlord. Any and all costs associated with such repairs and/or maintenance shall be paid by Tenant. If Landlord incurs any costs or expenses associated with such repairs or maintenance, such costs or expenses shall constitute additional Rent. This additional Rent is due during the month in which such costs or expenses are incurred by Landlord. Prior to the performance of any and all repairs and/or maintenance, Tenant shall obtain the written consent from Landlord for such repairs and/or maintenance to be performed. Failure to notify Landlord in writing and obtain the written consent from Landlord prior to any and all repairs and/or maintenance shall constitute a violation of this Lease and shall release Landlord from any obligation to pay for such repairs and/or maintenance.

**28. PLUMBING DRAINS, WATER OR WASTE PIPES.** Except as set forth in the "Move-In and Move-Out Inspection Report" attached hereto as **Exhibit B**, which shall be completed by Tenant and provided to Landlord (as set forth in Section 15 above), all plumbing drains or waste pipes are hereby accepted as clear by Tenant. If, during the Lease Term something falls in or is put in a drain or toilet, or if water is allowed to overflow, it is Tenant's responsibility and Tenant shall be responsible for any damages and expenses incurred by Landlord as a result and Landlord shall not be liable for any loss to any of Tenant's property caused thereby. Tenant is hereby put on actual notice to place all personal property in the basement on platforms to mitigate any possible damage incurred as a result of any water or sewage leaking into the basement. Tenant shall be held strictly responsible for any loss or damage to any other dwelling caused by overflow of water, toilets, sinks, showers or bathtubs that occurs in Tenant's Premises. Tenant shall immediately notify Landlord and any other proper authorities of any problems with or damage to water pipes, toilets, drain fixtures, electric wires, fixtures or any other property on the Premises.

**Tenant #1 Initials:** \_\_\_\_\_ **Tenant #2 Initials:** \_\_\_\_\_ **Guarantor #1 Initials:** \_\_\_\_\_ **Guarantor #2 Initials:** \_\_\_\_\_

**29. SNOW REMOVAL.** For Premises located at Hazelwood Place, Landlord shall provide for reasonable snow removal through independent contractors for the parking areas only. The parking areas include only the areas where cars are permitted to park. Tenant is responsible for snow removal of the

Premises: \_\_\_\_\_

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

Guarantor(s): \_\_\_\_\_

sidewalks, steps, walkways and the area immediately before the garage doors and around the mailboxes and any other remaining area that the independent contractor is unable to plow due to parked cars or any other obstruction. Tenants of Premises not located at Hazelwood Place shall be responsible for and provide their own snow removal. LANDLORD SHALL NOT BE LIABLE FOR ANY ACTIONS OR NON-ACTIONS OF THE INDEPENDENT CONTRACTORS RESPONSIBLE FOR SNOW REMOVAL. LANDLORD DISCLAIMS ANY AND ALL DAMAGES RESULTING FROM THE ACTIONS OR NON-ACTIONS OF THE INDEPENDENT CONTRACTORS RESPONSIBLE FOR SNOW REMOVAL. TENANT SHALL HOLD LANDLORD HARMLESS FROM THE ACTIONS OR NON-ACTIONS OF THE INDEPENDENT CONTRACTOR RESPONSIBLE FOR SNOW REMOVAL.

**30. RETURNED CHECKS.** Tenant shall reimburse any out-of-pocket costs and expense incurred by Landlord for any check submitted by Tenant to Landlord if such check is not honored or accepted by Landlord’s Bank. Payment for such additional costs and expenses shall constitute additional Rent. This additional Rent is due during the same month in which the Base Rent was originally due.

**31. PARKING AND PARKING LOTS.** The Premises are provided with limited parking spaces for the Tenant and for daily use by a guest of Tenant. Any vehicle on the Premises not belonging to Tenant or a guest of Tenant that is parked at the Premises for more than one week, any vehicle not registered, or any vehicle not inspected, may be towed, without notice, at the vehicle owner’s expense; *provided, however,* that if the vehicle owner was a guest of Tenant, such costs shall be at such Tenant’s expense. Parking on any part of any lawn (or any other area designated by Landlord to be a restricted parking area) is strictly prohibited. Tenant shall never park or store at any time, and shall never permit the parking or storage of any of the following: motor home, camper trailer, boat, or any recreational vehicle (including snowmobiles, all-terrain vehicles (ATVs) and other similar vehicles of any kind. Tenant shall never repair or permit the repair of any vehicle on the Premises.

**32. LANDLORD’S ACCESS TO DWELLING.** Landlord may enter the Premises with the consent of Tenant, but such consent shall not be unreasonably withheld. Landlord may enter the dwelling without Tenant’s consent and without any notice when Landlord has a reasonable belief that there is imminent danger to any person or to the property. Landlord may enter the dwelling between the hours of 9:00 a.m. and 9:00 p.m. with at least 48 hours’ notice for the following purposes: (a) to inspect the Premises; (b) to perform any maintenance, or make any repairs, alterations or improvements (including painting) to the Premises or any other premises; (c) to supply service to the Premises or any other premises; and (d) to present the Premises to prospective or actual purchasers, mortgagors, tenants, workers or contractors.

**33. HOLD HARMLESS.** Landlord shall not be liable and Tenant shall hold Landlord harmless and indemnify Landlord for any and all injury or damage to persons or property occurring in or about the Premises, unless caused by or resulting from the intentional or reckless acts of Landlord or any of Landlord’s employees. The Tenant shall not hold Landlord liable for any damages incurred as a result of the Premises not being available for occupancy. If Tenant is not given possession of the Premises at the beginning of the Lease Term of this Lease, the first Base Rent will be prorated when possession is available.

**34. INSURANCE.** Landlord recommends that Tenant protects his/her/their personal property with adequate personal property insurance. Landlord is not responsible for loss of damage to Tenant’s personal property. No hazardous acts or conditions may be created which may cause a fire or increase the insurance rates of the Premises. If Landlord’s insurance increases as a result of Tenant’s actions or omissions, Tenant shall pay for the increase in Landlord’s insurance costs. Such costs incurred by Landlord shall constitute additional Rent for each and every month such costs are incurred.

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Premises: \_\_\_\_\_

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**35. RESIDENTIAL USE ONLY.** Tenant shall not conduct any business on or about the Premises. Tenant shall not store any materials on or about the Premises which relate to anything commercial or which relate to a hobby that is inconsistent with residential standards.

**36. TENANT'S CERTIFICATE.** Upon request by Landlord, Tenant shall sign a Certificate stating that: (a) this Lease is in full force and effect; (b) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; (c) Tenant is fully performing all the terms of the Lease and will continue to do so; and (d) that all Base Rent and all other additional Rent has been paid in full as of the date of the Certificate. The Certificate shall be addressed to Landlord and any other party requested by Landlord.

**37. APPLICATION TO RENT.** If the "Application to Rent" with respect to the Premises is submitted by Tenant or any Guarantor and such application contains any misleading or misstatement of fact, Landlord may cancel this Lease. If Landlord exercises this option, Tenant shall pay to Landlord any and all costs and expenses incurred to re-rent the Premises, including all legal fees (including reasonable attorneys' fees), cleaning fees and advertising fees. Tenant shall continuously provide Landlord with Tenant's updated contact information, including telephone numbers (work, cell and home) and email address(es).

**38. JOINT ECONOMIC STRENGTH OF TENANTS.** Each Tenant acknowledges that Landlord has executed this Lease based on the combined financial resources and credit of all of the Tenants. Landlord would not sign this Lease with any one of the Tenants individually. Therefore, it will be a breach of this Lease when any Tenant vacates the Premises if that Tenant is not replaced by another Tenant that is approved by Landlord, and such new Tenant must have the financial resources and credit equal to or better than that of the vacating Tenant.

**39. VIOLATION OF THIS LEASE (DEFAULTS).** Any violation by Tenant of this Lease shall be grounds for termination of the Lease and commencement of an action against Tenant for ejection from the Premises. If Tenant violates any provision of this Lease or any part thereof, Landlord shall be entitled to recover from Tenant all costs and expenses associated with Landlord's rights and remedies hereunto. Such costs and expenses include, but are not limited to, the Rent and reasonable attorneys' fees and other legal fees and expenses.

**40. NOTIFICATION TO CREDIT BUREAUS.** Tenant authorizes Landlord to inform all credit bureaus and credit reporting agencies (including Vermont Apartment Owners' Association and 700Credit & ScreeningOne) of Tenant's credit performance with regards to Tenant's Rent payment history. Failure of Tenant to pay the Rent when due may be reported to all credit bureaus and credit reporting agencies and such reports may be included in Tenant's credit history. Failure of any Guarantor to fulfill Guarantor's obligations under this Lease may also be reported to all credit bureaus and credit reporting agencies and such reports may be included in Guarantor's credit history.

**Tenant #1 Initials:** \_\_\_\_ **Tenant #2 Initials:** \_\_\_\_ **Guarantor #1 Initials:** \_\_\_\_ **Guarantor #2 Initials:** \_\_\_\_

**41. WAIVER.** A waiver by Landlord of any default on the part of Tenant shall not be, and shall not be considered or treated as, a waiver of any other subsequent default.

**42. ADDITIONAL RULES AND REGULATIONS.** Tenant agrees to follow the additional rules and regulations attached as *Exhibit A* to this Lease, and such rules and regulations are hereby incorporated in this Lease.

**43. AMENDMENTS.** This Lease may be amended only by an express written agreement signed by both Tenant and Landlord.



Premises: \_\_\_\_\_

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

Guarantor(s): \_\_\_\_\_

**44. NOTICES TO TENANT.** Any written notice which is hand-delivered or mailed to Tenant's last known address shall constitute actual notice to Tenant.

**45. LEGAL CONTRACT.** This Lease is a binding legal contract and is binding on the parties to this Lease and their successors and permitted assigns. By signing this Lease, each Tenant (and each Guarantor, as applicable) is individually and jointly bound by all provisions of this Lease. By signing this Lease, each party to this Lease acknowledges that they have read and understand each and every provision in this Lease. This Lease supersedes any previous lease or contract between or among Landlord and the other parties to this Lease.

**Tenant #1 Initials: \_\_\_\_\_ Tenant #2 Initials: \_\_\_\_\_ Guarantor #1 Initials: \_\_\_\_\_ Guarantor #2 Initials: \_\_\_\_\_**

**46. COUNTERPARTS; DELIVERY BY FACSIMILE.** This Lease may be executed in one or more counterparts, all of which taken together will constitute one instrument, and will become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Executed signature pages delivered by facsimile or electronically (*e.g.*, via e-mail) will be treated in all respects as original signatures.

**47. INTERPRETATION.** Whenever the words "include," "includes," "including" or similar expressions are used in this Lease, they will be understood to be followed by the words "without limitation." The words describing the singular number will include the plural and vice versa, and words denoting any gender will include all genders. The parties have participated jointly in the negotiation and drafting of this Lease. In the event of an ambiguity or question of intent or interpretation arises, this Lease will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease.

**48. GUARANTOR.** IF THERE IS A GUARANTOR OR GUARANTORS UNDER THIS LEASE, THEN ALL OBLIGATIONS OF TENANT UNDER THIS LEASE (INCLUDING ALL PAYMENTS OBLIGATIONS UNDER THIS LEASE) ARE HEREBY UNCONDITIONALLY GUARANTEED BY EACH GUARANTOR. BY SIGNING THIS LEASE, EACH GUARANTOR HEREBY AGREES TO BE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF TENANT UNDER THIS LEASE.

*[Remainder of this Page Intentionally Left Blank; Signature Page Follows]*

Premises: \_\_\_\_\_  
Tenant(s): \_\_\_\_\_  
Guarantor(s): \_\_\_\_\_

Dated as of the first date on the first page of this Lease.

**LANDLORD:**  
**McHUGH & McHUGH, LLC**

By: \_\_\_\_\_  
David P. McHugh  
*Manager and Member*

**TENANT:**  
By: \_\_\_\_\_  
\_\_\_\_\_

**TENANT:**  
By: \_\_\_\_\_  
\_\_\_\_\_

**GUARANTOR:**  
By: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A – RULES AND REGULATIONS FOR THE MUTUAL BENEFIT OF LANDLORD AND TENANT** (see attached).

*[Remainder of this Page Intentionally Left Blank; Exhibit A Follows]*

Premises: \_\_\_\_\_

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

Guarantor(s): \_\_\_\_\_

**EXHIBIT A**

**RULES AND REGULATIONS**  
**FOR THE MUTUAL BENEFIT OF**  
**LANDLORD AND TENANT**

1. Consideration of others. Please respect your neighbors and keep the noise to a minimum from 9:00 p.m. to 7:00 a.m. No Tenant shall obstruct or interfere with the rights of any other Tenants or in any way injure or annoy them, or do or permit to be done anything which will conflict with the laws in regard to fires, or with the regulations of the Fire Department, or which shall in any way be contrary to the rules or ordinances of the applicable health department.

2. Gas/Charcoal grills and barbecues are not allowed on the decks or any part of the building. Grilling is allowed outside, provided you set up away from the building.

3. No nails or screws or other things shall be driven into or fastened upon the floors, window casings, or woodwork of the building. Small nails may be driven into the wall to hang pictures (but Tenant shall never put any nails of any size in any window casings or in any woodwork). The woodwork, ceilings, walls or floors shall not be cut, stained, or defaced in any way. Nothing shall be set outside of any window, exterior or interior, nor upon any stairway or walkway.

4. Painting is not allowed in any area of the apartment without written permission from the landlord.

5. The sidewalks, stoops, areas, and entries shall not be encumbered or obstructed by Tenant or other persons, or be used by any of them for any other purpose than for entering or leaving the respective premises. Such portions of the Premises remain in the exclusive control of Landlord. Bicycles, tricycles, scooters, children's playthings or baby carriages shall not be permitted to be left outside.

6. Any guests or any Minor Children of Tenant shall be so controlled as not to interfere with the quiet and peaceful enjoyment of the Premises by the other tenants.

7. Landlord will not be responsible for any article delivered to or left with any employee or agent of Landlord. Landlord will not be liable for any loss or theft of property of Tenant.

8. All rubbish, refuse and garbage must be deposited in the appropriate receptacles and all trash bags must be tied or secured prior to disposal and must not be left outside the Premises for any period of time.

9. No one is allowed on any roof of the Premises or garages. Do not place on or attach to the outside of the building (including the roof or sides of the building) and sills, windows or exterior walls of the Premises. Clothes, linens or rugs must not be aired or dried outside.

10. No satellite dishes or similar devices are to be installed without Landlord's prior written consent.

**Tenant #1 Initials: \_\_\_\_\_ Tenant #2 Initials: \_\_\_\_\_ Guarantor #1 Initials: \_\_\_\_\_ Guarantor #2 Initials: \_\_\_\_\_**

Premises: \_\_\_\_\_

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

Guarantor(s): \_\_\_\_\_

11. No pools or any other similar containers are allowed on the Premises at any time.

12. The basement shall not be used as a living space or sleeping area. The basement may be used for storage, but such use is at the tenant's sole risk. No items may be closer than three feet from the furnace or hot water heater. It is highly recommended to put any items on pallets in the basement. The apartment, as well as the basement, must be kept clean and safe to avoid fire hazards.

13. Telephones are to be installed in rooms where jacks are provided.

14. Full compliance with local ordinances for the disposal of recyclable materials will be the responsibility of Tenant. Failure of Tenant to comply with these requirements may subject Tenant to monetary fines and/or the termination of the Lease.

15. Recycling is mandatory in Chittenden County. Please contact the Chittenden Solid Waste District at 802-872-8100 (ext. 242) or at their hotline at 802-872-8111 if you have any questions. If you observe anyone who is not a tenant dumping their garbage in our dumpsters, or if you observe a tenant not complying with the mandatory recycling rules, please contact the Landlord.

16. Landlord reserves the right to revise or rescind any of the foregoing rules and to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the Premises and for securing the comfort and convenience of all tenants.

17. Thoughtfulness and cooperation help make apartment living more enjoyable. If you have a concern, or need assistance please contact the Landlord.

**Tenant #1 Initials:** \_\_\_\_ **Tenant #2 Initials:** \_\_\_\_ **Guarantor #1 Initials:** \_\_\_\_ **Guarantor #2 Initials:** \_\_\_\_

*[Remainder of This Page Intentionally Left Blank; Exhibit B Follows]*

*[Note that Exhibit B "Move-In and Move-Out Inspection Report" is the last page of this Lease.]*

Premises: \_\_\_\_\_

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

Guarantor(s): \_\_\_\_\_

**EXHIBIT B—“MOVE-IN AND MOVE OUT INSPECTION REPORT”**

**THE PARTIES AGREE THAT ANY AND ALL PROBLEMS WITH ANY OF THE ITEMS LISTED BELOW MUST BE NOTED BELOW, OTHERWISE, ALL ITEMS LISTED BELOW SHALL BE DEEMED TO BE CLEAN AND UNDAMAGED (NORMAL WEAR AND TEAR EXCEPTED).**

	<b><u>MOVE IN</u></b>	<b><u>MOVE-OUT</u></b>
All Exterior Walls		
All Interior Walls		
All Ceilings		
All Windows and Screens		
All Exterior Doors		
All Interior Doors		
All Floors (including under all appliances)		
Oven/Stove		
Refrigerator		
Kitchen Sink		
Kitchen Cupboards		
Kitchen Countertops		
Bathroom Cabinets		
Bathroom Countertop and Sink		
Tub/Shower		
Toilet		
Light Fixtures/Bulbs		
Garage		
Deck		
Keys (2 for front door and 1 for the garage)		
All Tenant Property Removed	<b>N.A.</b>	

**Move-IN:** Jointly inspected and agreed. Dated \_\_\_\_\_.

**MCHUGH & MCHUGH, LLC**

**TENANT:**

**TENANT:**

By: \_\_\_\_\_  
*Authorized Representative*

By: \_\_\_\_\_

By: \_\_\_\_\_

**Move-OUT:** Jointly inspected and agreed. Dated \_\_\_\_\_.

**MCHUGH & MCHUGH, LLC**

**TENANT:**

**TENANT:**

By: \_\_\_\_\_  
*Authorized Representative*

By: \_\_\_\_\_

By: \_\_\_\_\_