

RESIDENTIAL LEASE

North Union Properties LLC

THIS RESIDENTIAL LEASE AGREEMENT is made and entered on this day of:

_____ (month) _____ (date) _____ (year)

terms and conditions stated herein for North Union Properties LLC the owner (Landlord), here by leases to (Tenants)

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

For the following premises, apartment number: _____, at _____ Union Street, Burlington, VT
(hereinafter referred to as the "Premises"), for the term of **twelve months**,

Beginning

June 1, Year _____ at 10:00 am

Ending

May 25th (lease is 51 week lease)

Year _____ at 11:00 am.

1. Rent:

(a) Tenant shall pay to the agent for Landlord as rent for the initial term of this Lease, an annual rental of \$ _____ payable in equal **12** monthly installments of \$ _____ in advance on the 1st day of each month. Any amounts not paid by the 10th of each month shall be subject to a **\$30.00** late fee which is to be included with the payment.

**All Rents shall be paid to: North Union Properties LLC.
20 Skipper Way
Gloucester, Ma 01930**

(b) In the event this Lease commences on a date other than the first day of the month, the first month's rent shall be prorated from the commencement date of the Lease to the end of the month, and all subsequent rental payments shall be due on the first day of the month.

(c) Tenant shall pay to Landlord by cashier's check or money order the amount of rent, plus a \$25.00 handling charge, within five (5) days, if any checks presented to Landlord by Tenant are returned to Landlord for insufficient funds. In the event a check is returned to Landlord a second time for insufficient funds or for any other reason whatsoever, Landlord may require Tenant to pay the amount of rent, plus handling charges due in cash within twenty-four (24) hours; and if Tenant fails to do so, Tenant shall be in default under the terms of this Lease.

(d) Tenant shall pay landlord the annual city inspection fee of \$75.00 per bedroom on March 1, of calendar year.

(f) Auto drafting- same terms apply for insufficient funds notwithstanding section c above, hence tenant may pay rent by auto drafting subject to the same terms in section (c) above plus any related fees.

2. Security Deposit:

(a) Tenants shall pay to Landlord on the execution of this Lease a security deposit in the amount of \$_____.

(b) Landlord acknowledges that the security deposit so paid shall be held by Landlord during the term hereof, or any extension or renewal as security for the full, faithful and punctual performance by Tenants of all covenants and conditions of this Lease and shall be applied in Landlord's sole discretion to repair any damage to the Premises or to remedy any default of the Tenants under the terms and conditions of this Lease, including **(i) nonpayment of rent, including any late fee; (ii) damage to the property** of the Landlord unless the damage is the result of normal wear and tear or the result of action or events beyond the control of the Tenant; (iii) nonpayment of utility or other charges which the Tenants are required to pay directly to the Landlord or to a utility; and (iv) expenses required to store or remove articles abandoned by the Tenant from the Premises. The Landlord shall return the amount of the security deposit, without interest, to the Tenants upon Tenant's vacating the Premises and termination of this Lease, together with a written statement itemizing any deductions. Rate of \$40.00 per hour will applied to all cleaning services if required. Larger trash removal will be charge back at depot rate. **Any unreturned key will be charged back at a rate of \$125.00 per key.** Keys are not standard. These are in use for better security of building. Retention by the Landlord of the security deposit shall not be deemed a waiver of Landlord's right to full reimbursement for damages, but any amount so withheld shall be applied in partial mitigation thereof.

(c) **Tenants agree that the Security Deposit is not to be considered prepaid rent, and shall not for any reason be used or otherwise applied to the last month's rent.**

3. Common Areas:

No receptacles, vehicles, toys, baby carriages, bikes or other articles or obstructions shall be placed in, on or around the areas of the sidewalks, front entryways, interior hallways, lawns or porch. These areas are to be used by Tenants for ingress and egress to and from the Premises, and for no other purpose. Further, these areas are not to be used for the storage of bottles, toys, rubbish, etc. The cellars/laundry areas are not to be used for any storage other than bikes. Maximum of one bike per person allowed in cellar/laundry area. No work related items: i.e. ladders, air compressors, etc. can be stored in cellar/laundry area for safety of other tenants.

4. Tenant's Obligations:

(a) Tenants shall not use the Premises in such a manner as to invalidate or conflict with insurance policies on the building of which the Premises are a part, nor shall Tenants cause a cancellation or suspension of the insurance policy or an increase in the insurance rate initially fixed for the building. Storage on or about the Premises and Common Areas of gasoline, kerosene, butane or other bottled gases are prohibited. **Use of open flames i.e.: candles or open fires inside or out are prohibited. Use of kerosene or other such space heaters is also prohibited.** All barbecue grills must remain off the rear decks and placed on designated grass area. Tenants shall keep the Premises free of hazardous materials.

(b) The Tenants shall not deliberately or negligently destroy, deface, damage or remove any part of the Premises or its fixtures, mechanical systems or furnishings or deliberately or negligently permit any person to do so. No batteries shall be removed from any of the smoke detection units. Tenants need to replace batteries in any or all smoke detectors and notify landlords immediately if unable to do so. Fire extinguishers will not be tampered with by any of tenants. Fire ladders are not to be removed from designated locations. Fire ladders are there for your safety.

(c) The Tenants shall maintain the Premises, including windows, plaster walls and bathrooms, in a clean, mold free condition.

(d) No water beds shall be permitted without prior written consent of the Landlord, which shall not be granted without proof that Tenant carries insurance naming Landlord as an additional insured and insuring adequately against water damage and other hazards.

- (e) Any damage caused due to water overflow in bathrooms i.e.: shower curtain not closed properly or overflow of tubs will be tenant's responsibilities for damages. Shower curtains must be closed to avoid water damage.
- (f) Any repairs required and the associated cost shall be the responsibility of the tenant whenever damage results from his/her own misuse or neglect. No repairs shall be made without the written consent of and approval of landlord.
- (g) Tenant agrees to protect his/her own personal property with adequate personal property insurance and maintain liability insurance.
- (h) The Premises shall be used for a private, personal residence only.
- (i) Tenant agrees to keep temperature of unit leased at a minimum of 60 degrees during the cold/winter months.
- (j) Gas stoves: Tenants acknowledge that if their apartment contains a gas stove. Tenants hereby represent that they understand how to use the gas stove properly and agree to use the gas stove in a safe and responsible manner.
- (k) All doors in common areas are required to be closed at all times to protect against weather damages and frozen water pipes which service furnaces.
- (l) Tenants will be responsible for ripped screens and the cost to repair and remount.
- (h) The Tenants shall honor and comply with all rules, regulations, and restrictions set out at Paragraph 10 of this Lease.

5. Acceptance and Care of Premises: The Tenants acknowledges the Premises to be in good condition and repair on the date hereof. The Tenants shall not paint, decorate or otherwise make alterations or additions to the Premises without the prior written consent of the Landlord. The Tenants shall not cause the water, heat or electricity to be wasted, and at the termination of this Lease shall deliver up the Premises "broom/vacuum clean" in good clean and tenantable order and condition, reasonable wear and tear excepted. Upon the termination of this Lease, all alterations and additions made by the Tenants shall become the property of the Landlord. However, upon the election of the Landlord, the Tenants shall promptly remove all alterations and additions and any other property placed in or on the Premises by Tenants. Tenants shall repair any damage caused by such removal and pay for said repair.

6. Quiet Enjoyment: Tenants upon the payment of the rent herein reserved and upon due performance of all the terms of this Lease shall at all times during the Lease term and during any renewal term peaceably and quietly hold and enjoy the Premises without any disturbance from Landlord or any other person claiming through or under Landlord.

7. Subordination: This Lease is subject and subordinate to all mortgages which may now or hereafter affect the building of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenants shall execute promptly any certificate the Landlord may request.

8. Landlord's Cure of Tenant's Default: If Tenants shall be in default hereunder, Landlord may cure such default on behalf of Tenants, in which event Tenants shall reimburse Landlord for all sums paid to effect such cure, together with interest at the maximum legal rate and reasonable attorney's fees. Such sums shall be collectible as additional rent.

9. Notice: Any notices, demands, requests or other instruments which may be or are required to be given under this Lease shall be delivered in person or sent by certified mail; postage prepaid and shall be addressed:

If to Landlord: North Union Properties LLC **Address:** 20 Skipper Way, Gloucester MA, 09130

If to Tenant: _____ **Address:** _____

Either party may change the address from time to time by giving notice of such change in accordance with this paragraph.

10. Rules, Regulations and Restrictions:

- (a) Car allowance for unit leased is _____ cars allowed on site. Tenants may be required to move vehicles for snow removal. Landlord is not responsible for any damage from falling ice or snow from roof. No car washing allowed on site. Inoperable or unregistered vehicles are not allowed on the Premises or in the Common Areas at any time. Such vehicles will be towed away at the Tenant's expense. Tenants shall not park nor permit guests or invitees to park on the grass. Mobile homes, boats, recreational vehicles, commercial vans, trucks or other equipment, ladders etc. shall not be parked around the Premises or on Common Areas. Parking is strictly prohibited in front of the dumpsters
- (b) No articles shall be hung or shaken from the windows, doors, porches, balconies, placed upon the window sills or projected through the windows, including appliances and equipment, radio wiring, Satellite dishes and television or CB antennas. The only exception shall be air conditioning units.
- (c) Tenants agree that no signs, advertisements or notices shall be painted or affixed by Tenants upon any part of the building. No holiday lights to be strung on outer building or in cellar/common areas.
- (d) "Garage", "yard" or "tag" sales are not permitted.
- (e) Motorcycles, mini-bikes, snowmobiles and other such vehicles shall not be driven on the Common Areas of the Apartment Building.
- (f) All trash and recycling must be placed in the designated receptacles and shall not be left in or around the Common Areas. Tenants are responsible for curbing their own recyclables.
- (g) The Tenants shall conduct themselves, and require other persons in the Premises with the Tenants consent to conduct themselves, in a manner that will not disturb other Tenants peaceful enjoyment of the Premises. Tenants will neither engage in nor permit noisy or disorderly conduct or any conduct annoying or disturbing to the occupants of the Apartment Building at any time. Tenant's conduct shall be lawful. Stereos, radios, television and other music must be kept at a reasonable volume at all times and Tenants and their guests and invitees must observe a quiet time between the hours of 10:00 PM and 10:00 AM.
- (H) Residents shall give immediate notice to the Landlord of any accident, property damage, injury or emergency. Further, the Tenants agrees to conform to such rules and regulations as shall from time to time be established by the Landlord for the safety, care, cleanliness or orderly conduct of the Premises and the building of which they are a part, and for the benefit, comfort and convenience of all of the occupants of said building. Any violation of such rules and regulations shall be deemed a violation of the Lease.
- (I) Tenants agree that no guest or invitee shall visit the common Areas unless accompanied by a Tenant.
- (J) Tenants agree to have No Keg Parties and Tenants agree that they shall not have reckless parties on premise.
- (K) No illegal drugs are allowed on property and use is strictly prohibited. Excessive noise is also prohibited.
- (L) Satellite Dishes are not allowed.
- (M) **No storage of personal items on land or basements allowed.**
- (N) Tenants must notify police and landlords if any signs of break-ins appear i.e. ripped screens, damaged windows or other suspicious events. Tenants need to notify landlords if outer security light for parking lot for car area is not working.
- (O) The premises are designated as non-smoking and smoking is prohibited in the interior of the leased premises. Any smoking shall take place outside with all smoking debris (butts etc.) picked up and properly disposed of.

11. Utilities: The Landlord agrees that it will furnish adequate water, except in the case of accident, or during necessary repairs to the apparatus and except for cause beyond the control of the Landlord. Landlord shall not be liable for the failure of water supply, gas, electricity or other utilities. Tenant shall pay for heat and hot water via Vermont Gas. Electricity, telephone service and cable TV are tenant's responsibility. In the event that Tenants fails to make any utility payments, Landlord at its option may make payment of such charges for

which Tenants will indemnify Landlord. Tenants shall keep the Premises at a reasonable temperature (recommended 60 degrees) to prevent freezing of water pipes or other damage and all doors in common areas are required to be closed at all times to protect against weather damages and frozen water pipes which service furnaces. Tenants jointly agree to bear the cost of repairs and damage to the building caused by Tenants failure to do so.

12. Indemnification: The Tenants agree to indemnify and save the Landlord harmless from all injury, liability, loss or damage arising from any nuisance or act done or suffered on the Premises or Common Areas by the Tenant, his family, friends, relatives, invitees, visitors, agents or servants or from any carelessness, neglect or improper conduct of any such persons, and Tenants shall defend, indemnify and hold Landlord harmless for any such injury, liability, loss or damage or any claim or action resulting, including reasonable attorney's fees.

13. Pets: No pets shall be allowed, including, but not limited to, dogs and cats.

14. Plumbing: The water tanks, closets and waste pipes will not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same; and the costs of repair of any damage to the building, including other apartments, caused by the Tenant's misuse of such equipment shall be borne by the Tenants. Tenants shall be responsible for all damage caused by freezing of water pipes and plumbing in or serving the leased Premises.

15. Right of Entry: The Landlord and Landlord's agents shall have the right to enter and inspect the Premises with the Tenant's consent. Such consent shall not be unreasonably withheld. The Landlord may also enter the dwelling unit without consent for the following purposes between 9 AM and 9 PM on 48-hour notice

- (a) When necessary to inspect the Premises.
- (b) To make necessary or agreed repairs, alterations or improvements.
- (c) To supply agreed services.
- (d) To exhibit the dwelling unit to prospective or actual purchasers, insurance agents, prospective tenants, workers or contractors.
- (e) For any other reasonable purpose pursuant to the terms of the Lease.

Tenants shall not alter any lock or install a new lock without the prior written permission of Landlord. If such permission is given, Tenants shall provide Landlord with a key. The Landlord may enter the dwelling unit without consent or notice if the Landlord has a reasonable belief that there is imminent danger to any person or to the property. Due to nature of lock sets all lost key will be charged back to tenant a \$125.00 per key.

16. Non-Surrender: Neither the vacating of the Premises by Tenants nor the delivery of keys to the Landlord shall be deemed surrender or an acceptance of surrender of the leased Premises unless so stipulated in writing by Landlord.

17. Assignment and Subletting: The Tenants shall not assign, pledge, mortgage, encumber or sublet any part or the whole of the Premises nor permit any other person or persons other than the named Tenant to occupy the same, nor any room therein, without the written consent of landlords.

18. No Waiver: The waiver of any breach of any term, condition, obligation or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

19. Severability Clause: If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application hereof to other persons or circumstances shall not be affected thereby.

20. Limits on Occupancy: The Tenant agrees that there shall not be more than one person per bedroom as tenants or occupants.

21. Holding Over: If Tenants should hold over and remain in possession of the Premises after the expiration of this Lease, without Landlord's consent, it shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a month-to-month tenancy that may be terminated by any party upon notice as required by law.

22. Joint Liability: Tenants, if more than one, shall be jointly and severally liable hereunder. Undersigned Tenants and all co-signers hereby expressly acknowledge and represent that they understand the nature of joint and several liability as it relates to this lease. Further, undersigned Tenants and co-signers represent that they have had ample opportunity to review this lease and to seek legal counsel regarding its terms and conditions. All undersigned Tenants and co-signers enter into this Lease Agreement freely and voluntarily with a clear understanding of the legal nature of this Lease Agreement and the obligations and responsibilities imposed on Tenants herewith.

23. Default:

(a) In the event Tenants defaults in the payment of rent, Landlord may pursue its rights and remedies per Vermont's Landlord Tenant Act at Chapter 137 of the Vermont Statutes Annotated 9 V.S.A. §§ 4451 et seq.

(b) In the event of default by the Tenant in the terms of this Lease and whether or not Landlord has re-entered or recovered possession of the property, Tenant shall continue to remain liable for all of Tenant's obligations under this Lease for the unexpired portion of the term and for all costs and expenses, including reasonable attorney fees incurred by Landlord as a result of Tenant's default; provided, however, Tenant's liability shall cease upon the commencement date of a Lease re-renting the premises leased herein.

(c) Any rent or additional rent not paid within 20 days of the due date shall bear interest (in addition to any late fee) from the original due date at the maximum legal rate. In addition, Tenants agrees to be responsible for Landlord's reasonable costs and fees incurred in connection with any default by Tenant of his/her obligations under the terms of this Lease, including, but not limited to, attorney's fees, sheriff's fee, court filing fees and postage fees together with any damages or other costs and expenses incurred.

24. Destruction:

(a) In the event of fire or other casualty resulting in substantial damage to the leased Premises, Tenants shall give immediate written notice to Landlord and Landlord shall proceed to repair or rebuild the same within all reasonable dispatch. Rent will be reduced to the degree that the leased Premises are uninhabitable and will resume in full once the leased Premises are repaired.

(b) In the event of substantial damage to the Premises which is defined as damage which cannot reasonably be repaired within sixty (60) days, either party may cancel this Lease on ten (10) days prior written notice. In the event neither party gives notice, the Premises shall be rebuilt promptly in good and workmanlike manner, and the rent shall abate until the Premises are ready for occupancy.

25. Condemnation or Eminent domain: Should any or all of the premises be condemned or taken by any agency or entity under the power of eminent domain, this Lease shall terminate. Any and all compensation or damages awarded for such taking, except amounts awarded to Tenant for moving or for damages to Tenant's personal property, shall belong to Landlord. Tenant shall have no claim against Landlord or the agency or entity exercising the eminent domain power for the value of any unexpired portion of the term of this Lease.

26. Laws: The Tenants shall comply with all State, local and federal laws and statutes. The tenants shall not engage in any illegal activities on the premises.

27. Entire agreement of parties: This Lease constitutes the sole and complete agreement of the parties concerning the demised premises and correctly sets forth the rights and obligations of the parties hereto. Any agreement or representation between the parties hereto respecting the subject matter of this Lease, whether oral or in writing, which is not expressly set forth in this instrument, is null, void and of no legal effect.

28. Modification: This Lease may be revised or modified only by a written agreement signed by both Landlord and Tenants, and any attempted oral modification of this Lease, whether real or purported, shall be of no force or effect.

29. Signatures:

The Tenant acknowledges that he/she has read this Lease, and understands and consents to all of the terms and conditions contained therein.

TENANT #1

Phone Number: _____

Email Address: _____

CO-SIGNER: _____

Email Address: _____

Phone Number: _____

Address: _____

CO-SIGNER _____

Email Address: _____

Phone Number: _____

Address: _____

SAMPLE

TENANT #2

Phone Number: _____

Email Address: _____

CO-SIGNER: _____

Email Address: _____

Phone Number: _____

Address: _____

CO-SIGNER _____

Email Address: _____

Phone Number: _____

Address: _____

SAMPLE

TENANT #3

Phone Number: _____

Email Address: _____

CO-SIGNER: _____

Email Address: _____

Phone Number: _____

Address: _____

CO-SIGNER _____

Email Address: _____

Phone Number: _____

Address: _____

SAMPLE

TENANT #4

Phone Number: _____

Email Address: _____

CO-SIGNER: _____

Email Address: _____

Phone Number: _____

Address: _____

CO-SIGNER _____

Email Address: _____

Phone Number: _____

Address: _____

SAMPLE

TENANT #5

Phone Number: _____

Email Address: _____

CO-SIGNER: _____

Email Address: _____

Phone Number: _____

Address: _____

CO-SIGNER _____

Email Address: _____

Phone Number: _____

Address: _____

LANDLORD: _____

**North Union Properties LLC.
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Gloucester, Ma 01930
802-310-3047**