

RESIDENTIAL LEASE

1. PARTIES AND PREMISES:

This Lease agreement is made on _____, 20____, between _____, herein referred to as Owner, and _____ herein referred to as Tenant.

Owner rents to Tenant and Tenant rents from Owner for use as a residence, an unfurnished apartment, located at _____ in the Town of _____, County of _____, State of Vermont.

2. TERM:

The initial term of this lease is _____ to commence on _____, 20____, and to end on _____, 20____, on the following terms and conditions:

3. RENT:

Tenant agrees to pay as rent for the premises _____ Dollars (\$) per month, payable in advance on the 1st day of each month. Rent will be considered late if not received by Owner before the 6th of the month. If rent is not paid by the 6th of the month, tenant agrees to pay a late fee of \$10. Tenant further agrees to pay \$10 for each rent check that is returned for insufficient funds.

4. SECURITY DEPOSIT:

On execution of this agreement, Tenant deposits with Owner the additional sum of _____ Dollars (\$ _____), receipt of which is acknowledged by Owner, as security for the full and faithful performance by Tenant of this agreement. This deposit shall be refundable within 14 days from the date of surrendering the premises, except that Owner may retain all or a portion of the security deposit for the following:

- a. non-payment of rent;
- b. damage to property of the Owner, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of Tenant. At the beginning of the tenancy, Owner and Tenant shall prepare a list of existing damages to the premises. A dated signed copy of such list shall be retained by both Owner and Tenant for purposes of assisting in the resolution of the amount of security deposit to return to Tenant;
- c. nonpayment of any utility charges for which Tenant is responsible and which may constitute a lien on the property, or other utility charges which Tenant was required to pay directly to Owner;
- d. charges for any unreturned keys, and;
- e. expenses required to remove, store and dispose of articles abandoned by Tenant.

5. UTILITIES:

The responsibility for payment to entities providing utilities and other services to the premises during the term of the Lease shall be as follows:

Heating:	_____	Trash:	_____
Electric:	_____	Other:	_____
Water/Sewer:	_____	Other:	_____

6. HOUSEHOLD MEMBERS:

Tenant agrees that the premises shall be used solely as a residence, and occupied solely by the following household members:

Any other people not herein named may not live in the unit without the written permission of Landlord. Tenant shall not sublet the unit or any part thereof, or assign this agreement without Owner's written consent.

7. PEACEFUL ENJOYMENT:

Tenant shall conduct himself or herself and require other persons on the premises with the Tenant's consent to conduct themselves in a manner that will not disturb the owner's or neighbors' peaceful enjoyment of the premises. Tenant will comply with the terms of any local noise ordinances which may apply.

8. ACCESS:

Owner may enter the dwelling unit with the Tenant's consent, which shall not be unreasonably withheld. Owner may also enter the dwelling unit for the following purposes between the hours of 9:00 AM and 9:00 PM on no less than 48 hours' notice:

- a. when necessary to inspect the premises;
- b. to make necessary or agreed upon repairs, alterations or improvements; and
- c. to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

Owner may enter the dwelling unit without consent or notice when Owner has reasonable belief that there is imminent danger to any person or to property.

9. EVICTION:

Any failures by the Tenant to pay rent or other charges promptly when due shall constitute a default herein under and permit Owner at its option to terminate this tenancy upon 14 days' written notice to Tenant. Failure to comply with any other material term or condition herein shall also constitute a default and permit Owner at its option to terminate this tenancy upon 30 days' written notice to Tenant. Upon such termination(s), all leasehold rights of Tenant under this agreement shall be forfeited and Tenant shall surrender possession.

10. HOUSEKEEPING:

Tenants shall keep and maintain the demised premises in a clean and sanitary condition at all times, and on the expiration or sooner termination of the tenancy shall surrender the premises to Owner in as good condition as when received, ordinary wear and tear excepted. Tenant 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. Tenant shall not remove any tree, shrubbery, vine or other plant from the premises and shall not store personal possessions in the common area or basement without written permission of Owner.

11. REPAIRS AND ALTERATIONS:

Unless caused by the negligence of the Tenant, Owner shall be responsible for repairs to the interior and exterior of the premises. It is the responsibility of Tenant to promptly notify Owner of the need for any such repair of which the Tenant becomes aware. Tenant will be responsible for any repairs caused by his/her negligence.

Lessor shall put the premises into condition fit for their occupation by the commencement of the tenancy, and shall repair all subsequent changes in condition thereof which may render them untenable, except that lessee shall repair all deteriorations or injuries to the demised premises occasioned by her, his, or their want of ordinary care or greater degree of culpability.

No duty on the part of lessor shall arise with respect to repairs to tenantability under this section, however, if lessee is in substantial violation of any one or more of the following obligations:

- (a) To keep the demised premises clean and sanitary as the condition of same permits.
- (b) To remove from the dwelling unit all rubbish, garbage, and other waste, in a clean and sanitary manner.
- (c) To properly use and operate all electrical, cooking and plumbing fixtures and to keep them as clean and sanitary as their condition permits.
- (d) To not allow any person on the premises, with permission, to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit or the facilities, equipment, furnishings, or appurtenances thereto.
- (e) To occupy the premises as a residential dwelling, utilizing the portions thereof for living, sleeping, cooking, or dining purposes only which were respectively designed or intended to be used for such occupancies.

Tenant will not make alterations, additions or improvements on the premises without in each case first obtaining the written consent of Owner. A consent to a particular alteration, addition or improvement shall not be deemed a consent to future alterations, additions or improvements.

12. RENTER'S INSURANCE:

Tenant shall (or is strongly encouraged to) obtain and keep in force a renter's insurance policy covering tenant's possessions in the event of fire, theft, or other casualties.

13. EXPIRATION OF LEASE AND NOTICE TO MOVE:

Should Tenant remain in possession of the premises with the consent of Owner after the natural expiration of this lease, a new tenancy from month to month shall be created between Owner and Tenant which shall be subject to all the terms and conditions hereof.

14. SERVICE:

In the event there are two or more Tenants named herein, service of any notice by Owner on any one of the Tenants named herein shall be construed, and Tenants hereby agree that such service shall be construed, as effective service of notice to all Tenants residing on the premises.

15. LIABILITY:

Each Tenant signing this lease shall be jointly and severally liable to Owner for all obligations arising under this lease.

16. ATTORNEY'S FEES:

If suit is brought by Owner for possession of the demised premises, for the recovery of any rent due under the provision of this agreement, or for any obligation of Tenant arising under this agreement or by law, then Tenant hereby agrees to pay Owner all costs in connection therewith, including, but not limited to, reasonable attorney's fees.

17. PARKING:

Owner shall provide and assign one off-street parking space for Tenant's use. Guests of the Tenant shall park so as not to block Owner's access to or egress from reasonable parking.

18. ADDITIONAL PROVISIONS:

[If needed, include additional agreements on things such as snowplowing, shoveling, air conditioner, etc. Such items may be inserted here in full, or cited here as attachments that are part of the agreement.]

19. LEASE AGREEMENT:

This lease constitutes the entire agreement between the parties, and may be modified in writing with the agreement of both parties. This lease is executed in two copies, each copy to be considered an original for all purposes.

20. SIGNATURES:

The undersigned confirm that they have read and understood this agreement, received a copy of this agreement, and agree to the terms and conditions herein:

Tenants' signature(s):

Date: _____

Date: _____

Owner's signature:

Date: _____