

LEASE AGREEMENT

THIS Lease Agreement is made and entered into on the date set forth below between the undersigned Tenants (collectively, "Tenants") and GREEN CASTLE GROUP ("Landlord").

The Landlord and Tenants hereby agree as follows:

- 1) PREMISES Landlord hereby leases to Tenants an apartment unit at _____ **Burlington Vermont** ("Premises"). The Premises are to be used solely as a personal residence by the Tenants and there shall be no other occupants of the Premises other than Tenants.
 - 2) TERM This lease shall be for the term of 12 months commencing **on June 1, 2019, AT 12 NOON AND ENDING May 26, 2020 at 12 NOON.**
 - 3) RENT On or before the first day of each Month, Tenants shall pay to Landlord as rent for the term of this Lease the sum of \$ _____ **U.S. per month** payable, in advance. The rent shall be payable via electronic ACH transfer to the account of the Landlord on or before the first of each month. All rent payments will be made by ACH transfer from Tenants's bank account to Landlord's bank account. If requested by Tenants, Landlord may allow payment of rent to be made by check in one installment for the full year due on June 1, or two installments for 6 months each due June 1 and January 1 in lieu of ACH. Rent is payable without demand or notice. Rents received after the first day of each month will be subject to a per day late fee equal to \$25 per day. Late fees will apply to any returned rent check or uncollected ACH. In addition to the foregoing, in the event that the entire rent hereunder is not paid on or before the first day of each month then all Tenants shall be reported to any and all applicable credit reporting services.
 - 4) SECURITY DEPOSIT The Security Deposit under this Lease shall be equal to one month of total Rent (the "Security Deposit"). **Landlord hereby acknowledges the receipt from Tenants of a check for \$500 which is being paid by Tenants to bind this Agreement while Tenants gather the remainder of the Security Deposit. Tenants agree to provide the remainder of the Security Deposit to Landlord within 21 days of execution of this Lease by Tenants.** The Security Deposit shall secure the performance of the Tenants obligations to pay rent, unpaid utility bills owed by the Tenants, expenses due to damage beyond normal wear and tear and the expenses resulting from removal of belongings left behind by Tenants after termination of the tenancy. The Landlord may retain all or a portion of the security deposit for 1) nonpayment of rent, 2) damage to the property of the Landlord (normal wear and tear excepted), 3) nonpayment of utility or other charges which the Tenants 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 Tenants. As used herein, the term "normal wear and tear" shall mean the deterioration which occurs, based upon the reasonable use for which the dwelling unit is intended, without negligence, carelessness, accident or abuse of the Premises or supplied equipment or appliances by any Tenants or members of household or their invitees or guests. If Tenants consists of more than one person, the security deposit shall be returned when the Premises are vacant and free of all occupants and all personal property. Under no circumstances shall the Security Deposit be applied against the last month's rent. Landlord shall report any late or delinquent payments under this lease to credit reporting agencies. The Security Deposit shall bear interest effective as of the execution of this lease.
- Landlord, at Landlord's option in Landlord's sole and absolute discretion, may return any security deposit owing, if any, by the following means: i) via one check made payable to each person comprising Tenants jointly and mailed or delivered to either the address noted below, or any other address on file with Landlord for any Tenants; or ii) via separate checks payable to each of the Tenants solely in equal amounts which in the aggregate total the entire security deposit owing.
- 5) UTILITIES Tenants shall pay for all utilities with respect to the Premises included, but not limited to gas, electricity, telephone, cable television, and internet access. Landlord strongly recommends that Tenants contact Vermont Gas, Burlington Electric and the telephone company at least thirty (30) days prior to tenancy.
 - 6) MUNICIPAL ASSESSMENTS Landlord shall pay all property taxes and water and sewer charges, except any assessments, penalties or fines that are incurred due to the negligence or willful act of any Tenants or any invitee of any Tenants. Tenants shall pay any any fines, penalties or assessments due to the violation of any Federal, State or City of Burlington law, ordinance or rule caused by the action or inaction of any Tenants or any invitees of Tenants, including but not limited to, any noise ordinance, zoning ordinance violation or any law related to the consumption of alcoholic beverages or the possession of illegal substances and Tenants hereby indemnify and hold Landlord harmless from all such violations of state, local or federal regulation, rule or ordinance substantially caused by the action or inaction of any Tenants or any invitee of any Tenants.
 - 7) ALTERATIONS Tenants shall make no alterations, additions, or improvements (including painting) to the interior or exterior of the premises without the prior written approval of the Landlord. Landlord shall be entitled to, without notice to Tenants and at Tenants's expense, remove such alterations, additions, or improvements and restore the Premises to their original condition and shall be entitled to all remedies.
 - 8) ACCEPTANCE OF PREMISES Tenants has inspected the Premises and Tenants's acceptance or possession of the Premises is conclusive evidence of receipt of them in good order and repair. Upon the termination of this Lease, Tenants shall thoroughly clean the Premises and shall leave the Premises and the improvements therein, in the same or better condition as at the commencement of this lease, reasonable wear and tear, (as that term is defined herein), excepted.

9) **ASSIGNMENT AND SUBLEASING** Tenants shall not assign, mortgage, pledge, or encumber this lease, the Premises, or sublet the whole or any part of the Premises without Landlord's prior written approval. Tenants may not sublet the Premises for the summer. On a case-by-case basis, semester-abroad experiences may be supported by sublet approval by written approval of the Landlord. A sublet fee will be charged for the administrative costs of interviewing any new occupants in connection with any sublet.

10) **HOLDING OVER** If Tenants should hold over and remain in possession of the Premises after the expiration of this Lease, it shall be deemed a month to month Tenancy at the monthly rental rate that is 200% of the rent charged under this Lease.

11) **COMMON AREAS** The sidewalk, entrance, hall, passages, stairways, and other common areas shall not be obstructed by Tenants or used by Tenants for any other purpose than those of ingress or egress from the premises. Landlord shall have the right, but not the obligation, to remove any items in any of the foregoing common areas without notice and at the cost of Tenants.

12) **REFUSE** Tenants agree to keep the Premises clean and free of all garbage or refuse and to prevent any refuse or garbage from being windblown. Tenants shall deposit all normal household trash and recycling in the receptacles provided by Landlord. Cost of normal refuse removal is paid by the Landlord. Furniture and appliances and the like are not normal household refuse and if left on the grounds shall be removed by Landlord at Tenants' expense. In the event that, in the sole opinion of the Landlord, the Premises are not being kept adequately free of extraordinary garbage and refuse, then the Landlord may, in addition to any other remedies hereunder, without notice to Tenants arrange for the removal of such refuse or debris at the Tenants's sole expense. Tenants will abide by Burlington Recycling Ordinances and will be responsible for any fines due to Tenants's non-compliance.

13) **PETS** No dogs, cats, birds, pets, or animals of any kind shall be kept in or allowed to visit the premises under any circumstances.

14) **TENANTS OBLIGATIONS & TERMINATION** Tenants shall not create or contribute to the noncompliance of the apartment with applicable provisions of building, housing, or health regulations. Nor shall the Tenants do anything in or about the Premises which might cause a safety or health risk or might increase the insurance premiums on the building. The Tenants shall not disable, modify or tamper with any equipment or appliance provided by Landlord, including, but not limited to, fire alarms, sprinkler, smoke detectors, carbon monoxide detectors, fire extinguishers, stoves, dishwashers or refrigerators. The Tenants shall not install additional or different locks or gates on any doors or windows of the Premises. When this lease ends, the Tenants agrees to return all keys to the Premises (including any keys to common areas) to Landlord. Landlord may charge the Tenants \$90.00 if the key(s) are not returned to Landlord or if the lock and keys must be replaced by Landlord. Tenants shall conduct him/herself and require other persons in the Premises with the Tenants's consent to conduct themselves in a manner that will not disturb other Tenants's neighbors. Tenants shall not conduct him/herself or permit others to conduct themselves in any illegal activity at the Premises.

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.

The Lease may not be terminated by the Tenants.

If the Tenants acts in violation of this lease agreement and it is necessary for Landlord to retain an attorney to secure Landlord's rights and remedies, Landlord shall be entitled to recover from the Tenants reasonable attorney's fees so incurred, together with any damages, costs, and expenses. Furthermore, said violation shall be grounds for termination of the lease and commencement of an action for ejection.

15) **REPAIRS & 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 Tenants or a person on the Premises with Tenants's consent. Those repairs and maintenance which are the responsibility of Tenants shall be the sole responsibility of Tenants.

16) **WAIVER** A waiver by Landlord of any default on the part of Tenants shall not be considered or treated as a waiver of any subsequent or other default. Any waiver by Landlord must be in writing to be effective.

17) **ACCESS** Landlord may enter the apartment with Tenants's consent, which consent cannot be unreasonably withheld. Landlord may enter the apartment for the following purposes between the hours of 9:00 am and 9:00 pm 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 4) to speak with Tenants, workers, or contractors. Landlord may also only enter the apartment without consent or notice when the Landlord has reasonable belief that there is imminent danger to any person or to property.

18) **HOLD HARMLESS** Landlord shall not be liable for and the Tenants shall hold the Landlord harmless and indemnify Landlord from injury or damage to persons or property occurring on or about the Premises, unless caused by or resulting from the negligence of Landlord or any of Landlord's agents, servants, or employees. Tenants shall further hold Landlord harmless and indemnify Landlord from injury or damage to property or any bodily injury occurring as a result of any violation by Tenants or any invitee of Tenants of the terms of this Lease Agreement including, but not limited to, any violation of any clause i) related to tampering with any smoke/carbon dioxide detector, sprinkler system, fire alarm or appliance; ii) trespass on any roof or similar structure or iii) failure to maintain all thermostats at sixty degrees or greater. Landlord shall not be liable for and Tenants shall hold Landlord harmless and indemnify Landlord from all costs, expenses or damages (including attorneys

fees and court costs) arising out of any occurrence of pests, including but not limited to bedbugs, which originate in any furniture, furnishings, bedding, clothing or other personal property in the Premises. The indemnification of Landlord extends to all costs, expenses or damages arising out of any occurrence of such pests in other areas of the same building as the Premises if said costs, expenses or damages can be connected to pests originating from the Premises. All indemnity provisions of this Lease shall survive the termination of the tenancy hereunder.

19) **INSURANCE** Tenants shall protect their personal property with adequate personal property insurance. Landlord's insurance does not cover tenants personal property.

20) **TIME is of the ESSENCE** It is understood and agreed that time and strict performance of all of the terms herein, by the Tenants to be performed and reserved, shall be of the essence.

21) **SAFETY EQUIPMENT/NOTICE OF PROBLEMS** Tenants have inspected all smoke detectors, carbon monoxide detectors and fire extinguishers and agree that they are all in good repair and are in working condition as of the date of occupancy. Tenants must notify the Landlord immediately upon discovery of any leaks, defects, or problems with the Premises whatsoever, including, but not limited to, such problems with any safety equipment such as fire extinguishers or carbon monoxide/smoke detectors or any equipment or appliance that may cause damage to the Premises or to any occupant thereof. Tenants agree to refrain from tampering with any appliance or piece of equipment in the Premises including, but not limited to, smoke detectors, carbon monoxide detectors, sprinkler, fire alarm or fire extinguisher. Tenants agrees to replace the smoke/carbon monoxide detector battery, if any, at anytime the existing battery becomes unserviceable. If after replacing the battery, the smoke/carbon monoxide detector will not operate, Tenants must immediately inform Landlord of this fact.

Tenants agrees to notify Landlord immediately of any indication of bedbugs or other pests in the Premises and to cooperate with all activity in connection with the abatement thereof. This cooperation may include but not be limited to moving furniture, clothing and other personal items and removing carpets or rugs.

22) **TENANTS PARKING** Zero parking spaces are included. In the event that Tenants desires on-site parking, Tenants may apply to rent parking space(s) which shall be governed by separate agreement. Landlord makes no warranties that parking spaces will be available for rent at any given time. Tenants agrees to clear the driveway of vehicles when asked by Landlord for snow removal and property access. Any vehicles on the property without a properly displayed valid parking permit will be towed, without notice, at the vehicle owners expense. Landlord is not responsible for any damage from ice falling from roof. There shall be no parking on any green space or any area not specifically designated by Landlord for parking. In the event of violation of this provision by Tenants, in addition to any other remedies in this Lease, the Landlord may cause the offending vehicle to be towed at the owner's expense without any notice whatsoever.

23) **CASUALTY DAMAGE** If the Premises, or any part thereof, shall be damaged by fire or other casualty not due to the Tenants's negligent or willful act or that of the agent or invitee of the Tenants, the Premises shall be promptly repaired by the Landlord and there shall be an abatement of rent corresponding with the time during which, and to the extent that, the Premises may have been uninhabitable. But, if the Premises should be damaged other than by Tenants's negligent or willful act of that of an agent or invitee of the Tenants, to the extent that the Landlord should decide not to rebuild or repair, the term of this lease shall terminate and the rent shall be pro-rated up to the time of the damage.

24) **JOINT & SEVERAL LIABILITY** Each person executing this Lease as Tenants is jointly and severally liable for the performance of all of the obligations hereunder.

25) **PARTIAL INVALIDITY** If any term or provision of this lease is held invalid or unenforceable, said invalidity shall not affect the remaining provisions of this lease which remain valid and enforceable to the fullest extent.

26) **PARTIES** Parties are prohibited on the Premises. All drinking games, including but not limited to, Beirut, Pong, Quarters, are prohibited. "Party" in the singular is defined as any gathering on or about the Premises comprised of more than double the number of Tenants set forth in this lease agreement. Kegs of beer in the Premises are prohibited. Loud music or noise which disturbs the neighbors in the building or in the neighborhood is prohibited. Any party must be approved in advance in writing by the Landlord. If the prohibition of parties or kegs is violated, in addition to any other remedies provide in this Lease, it shall be grounds for eviction and permanently vacating the premises upon 30 days notice.

27) **LEAD PAINT** Tenants warrant to Landlord that there will be no children under the age of 12 years old residing in or visiting the Premises. Please be aware that there is a possibility that there was lead paint used in these Premises and proper education and supervision should be employed.

28) **EXTERIOR OF PREMISES** There will be no personal belongings or debris left on the porches or grounds of this building (including bicycles locked to porch railings). Exception: Lawn furniture neatly stored on porches. There will be no hanging or posting of signs, banners or art on the exterior of the building or displayed in a window or anywhere where it can be seen from the street. In the event of violation of this provision, in addition to any other remedies provided in this Lease, the Landlord may remove any banner or personal belongings at the expense of Tenants and without notice to Tenants.

29) **REQUIRED/PROHIBITED ACTIONS** The following is a list of actions or inactions that, in addition to the violation of any other material term of this Agreement (unless applicable law provides otherwise), will be grounds for eviction if violated by Tenants:

These Premises are designated as non-smoking and smoking is prohibited in the interior of the Premises. Any smoking shall take place outside with all smoking debris (butts, etc.) picked up and properly disposed of.

Tenants shall appropriately maintain Premises by not allowing the accumulation of trash, recycling, dirty dishes, food items, and other clutter that could be hazardous from a fire and safety standpoint or could attract pests and rodents. Additionally, the expectation is that the Tenants will keep the Premises clean by periodically cleaning all rooms to include all surfaces – counters and vanities, floors, appliances, sinks, tubs, and toilets. Landlord reserves the right to hire a cleaning service at the Tenants's expense if the Premises are not kept as outlined above.

Tenants shall never use candles or any source of open flame in the premises.

The Tenants shall not store any flammable or otherwise hazardous material anywhere on the premises.

The Tenants shall, at all times, maintain a heating thermostat setting in the premises at 60 degrees or greater.

The Tenants shall not tamper with any equipment or appliance provided by Landlord, including, but not limited to smoke detectors, carbon monoxide detectors or fire extinguishers.

The Tenants shall not place any barbecue grill on any porch or entrance to the Premises or Common Areas. Grills must be 15 feet from the Premises at all times.

Tenants shall not use decorative light strands on Premises and shall not use subwoofers or other loud stereo equipment.

Tenants shall not trespass onto any roof on or contiguous to the Premises.

Except as agreed to by Landlord in writing, there shall be no more than one person per bedroom in the Premises. Violation of the foregoing policy shall result in termination of tenancy for all occupants and Tenants shall be subject to immediate eviction.

Costs to repair damage resulting from the violation by Tenants or any invitee of Tenants of this Section 29 or any other provision of this Lease shall be the sole financial responsibility of the Tenants.

(30) **CLEANING** Your apartment will be broom swept and free of debris. We do not hire professional cleaners and painters for apartment turnover each year. You will see scuff marks on the walls and/or the doors, but not significant damage. If you desire a higher level of cleanliness when you move in, bring cleaning supplies with you to clean before you move your personal property into the Premises.

(31) **SMOKE AND CARBON DIOXIDE DETECTORS/SPRINKLERS** Tenants have each inspected Premises and there is a fully functioning smoke detector and carbon dioxide detector in each room of the Premises including, but not limited to, a fully functioning smoke detector and carbon dioxide detector in each bedroom, the kitchen, the basement and all living areas of the Premises. Tenants shall refrain from taking any action in or about the Premises which might cause a safety or health risk or might increase the insurance premiums related to the Premises. Tenants further understands that if Landlord has provided a sprinkler system for the safety of Tenants, that Tenants must refrain from damage to that system. Tenants covenants and agrees that Tenants shall not tamper with any sprinkler system or any component thereof, including, but not limited to, any sprinkler head, in any way as tampering will cause substantial damage to the Premises and the contents of the Premises. In particular, Tenants shall not disable, modify or tamper with any equipment or appliance provided by Landlord, including, but not limited to, smoke detectors, carbon monoxide detectors, sprinkler system, sprinkler head, fire extinguishers, stoves, washers, dryers, furnaces, hot water heaters or refrigerators. Tenants shall notify Landlord immediately in the event that any of them shall become aware of any condition or situation which is likely to cause harm to property or any individual including, but not limited to, notification of any potential defect or malfunction of any equipment or appliance located in or about the Premises, including, but not limited to, smoke detectors, sprinkler systems, carbon monoxide detectors, fire extinguishers, stoves, washers, dryers, furnace, hot water heater or refrigerators. Tenants hereby jointly and severally indemnifies and holds Landlord harmless of and from all suits, damages and causes of action, including attorney fees, which may be incurred by Landlord as a result of a breach of any representation, warranty, covenant or agreement contained herein of in Tenants's Lease of the Premises, whether such breach shall be as a result of any act or omission of Tenants or any invitee of Tenants.

(32) ENTIRE AGREEMENT: The parties acknowledge that this Lease is the entire agreement of Tenants and Landlord relative to the Premises and may only be amended in writing signed by all Tenants and Landlord.

(33) THIS IS A BINDING AGREEMENT/RESPONSIBILITY FOR LOST RENTS: **If the Tenants shall default under Tenants' obligations under this Lease, including, but not limited to, early attempting early termination of this Lease, the Tenants shall be liable for all rent, and other charges due under this Lease from the commencement of the term of this Lease through the remainder of the term of this Lease. The Tenants shall be liable for all rent and other charges due and owing under this Lease that otherwise would have been payable by the Tenant during the remainder of the term of the Lease had the Tenant not defaulted plus all reasonable costs of re-letting, reduced by any sums the Landlord receives by reletting the Property during the Term and reduced by any reasonable costs of reletting.** Reasonable costs of reletting include the following sums paid by Landlord and attributable to that part of the Term ended due to Tenant's default:

- a) reasonable brokers' fees incurred by Landlord for reletting all or part of the Property prorated for that part of the reletting Term ending concurrently with the then current Term of this Lease;
- a) the cost of removing and storing Tenant's property;
- b) the cost of minor repairs necessary to put the Property in a condition reasonably acceptable to a new tenant; and
- c) other necessary and reasonable expenses incurred by Landlord in enforcing its remedies.

Dated at Burlington, Vermont this _____ day of _____, 2019.

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Landlord: GREEN CASTLE GROUP