

LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made and entered into this _____ of _____, 2006 between _____ and _____ collectively referred to as "Tenant" and **Nicholas Riina**, hereinafter referred to as "Landlord".

WHEREAS, the Landlord wishes to lease to Tenant and the Tenant wishes to Lease from Landlord certain premises that are hereafter described;

WHEREAS, the Landlord is only willing to lease to Tenant provided that the Tenant agree to the terms of this Lease and agrees to abide by the spirit of the following statement:

Good Neighbor Policy\Renting in Vermont. Each Tenant and the Landlord wholeheartedly agree that Burlington, Vermont is a wonderful and special community and we are privileged to live here even if our stay may only be temporary. Each Tenant hereby agrees that maintaining the quality and vitality of the neighborhoods in which each Tenant lives is of paramount importance to both the Landlord, each Tenant and the neighbors of each Tenant and is vital to our community. Each Tenant recognizes that the integrity and vitality of the community will only be maintained through the efforts of each Tenant and his or her neighbors working together and with mutual respect toward making the neighborhood a better place for all to live. Conversely, failure to respect the rights of his or her neighbors, including the right to quiet enjoyment of their properties free of noise pollution, unsightly conditions or other nuisances, is unacceptable behavior and contributes to the destruction of our neighborhood. Accordingly, each Tenant agrees that each and every act or omission of each Tenant in any way related to the leased premises shall be governed by and shall be consistent with the spirit and philosophy of this good neighbor policy. In this regard, each Tenant agrees to be considerate and respectful of his or her neighbors at all times. This obligation shall include, but is not limited to, the obligation of each Tenant at all times to: 1) keep noise to a minimum particularly during the hours that Tenant's neighbors may be sleeping; 2) maintain the good appearance of the neighborhood by working to keep the leased premises clean, neat and free of debris and 3) treat his or her neighbors and the neighborhood with the respect and consideration that he or she wishes to be treated.

The Landlord recommends that Tenant obtain a copy of the informational handbook titled "Renting in Vermont" in order to avoid some of the common problems that occur between landlord and tenant and to help explain legal rights. This handbook can be obtained by calling Vermont Tenants, Inc. at (802) 864-0099 or by writing to Vermont Tenants, Inc. at P.O. Box 1603, Burlington, Vermont 05402. Now Therefore; in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1) PREMISES. Landlord hereby leases to Tenant apartment #1 at _____, Burlington, VT. Unless indicated otherwise, the premises shall be used as a personal residence and not otherwise. Only the persons who have executed this Lease as Tenant shall be considered as Tenants hereunder. No other persons may reside at the premises.

2) TERM. This lease shall be for the term of 12 months commencing on June 1st, 2007, commencing on May 28th, 2008.

3) RENT. Tenant shall pay to Landlord as rent for the term of this Lease \$_____ U.S. per month payable in advance on or before the first of each month. 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 the greater of \$25 per day or the per diem interest charged to the landlord on the portion of the mortgage loan applicable to the premises leased hereunder. For example, if the premises leased hereunder is one half of the square footage of the building owned by Landlord, then the Tenant shall pay a per day late fee equal to the greater of \$25 per day or one half of the per diem interest charged to the Landlord on the real property of which the premises leased hereunder are a part. Late fees will apply to any returned

rent check. 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 hereunder shall be reported to any and all applicable credit reporting services.

4) **SECURITY DEPOSIT** Landlord hereby acknowledges the receipt from Tenant of \$ _____ U.S. as a security deposit for the entire apartment. The security deposit shall secure the performance of the tenant's obligations to pay rent, unpaid utility bills owed by the Tenant, expenses due to damage beyond normal wear and tear and the expenses resulting from removal of belongings left behind by Tenant 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 unless the damage is the result of normal wear and tear, 3) nonpayment of utility or other charges which the Tenant is required to pay directly to the landlord or to a utility, and 4) expenses required to remove from the apartment articles abandoned by the Tenant. 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 leased premises or supplied equipment or appliances by any Tenant or members of household or their invitees or guests.

If there is more than one tenant, the security deposit shall be returned when all of the tenants under this lease have vacated the apartment and met all obligations of the lease. The security deposit is not to be applied against the last month's rent. Accordingly, in the event that the Tenant does not pay the entire last month's rent on or before the first day of that month, then all Tenants hereunder shall be reported to any and all applicable credit reporting services.

Tenants shall provide Landlord with a paid receipt of tenants electric and/or Vermont Gas bills before any security deposit will be returned. The security deposit shall bear interest effective as of the execution of this lease. The attached inspection checklist shall be used to determine the physical condition of the apartment for the purpose of refunding any or all of the security deposit.

Landlord shall only be required to return any security deposit owing via one check made payable to all Tenants jointly and mailed or delivered to the following address provided by Tenant:

5) UTILITIES Tenant shall pay for all utilities with respect to the premises including, but not limited to, gas, electricity, telephone, cable television, internet access, water and sewer and rubbish removal. The Landlord strongly recommends that Tenant contact Vermont Gas, Burlington Electric and the telephone company at the contact numbers listed on Landlord's website, Champlain Apartments.com to schedule service at least thirty (30) days prior to tenancy. Water Bill and Rubbish Bills will be mailed to tenants monthly to be paid when received by tenants.

6) **MUNICIPAL ASSESSMENTS** Landlord shall pay all municipal assessments with respect to the premises except any assessments, penalties or fines that are incurred due to the negligence or willful act of any Tenant or any invitee of any Tenant or the violation of any state, local or city law, regulation, rule or ordinance substantially caused by the action or inaction of any Tenant or any invitee of any Tenant including, but not limited to, any fines, penalties or assessments due to the violation of any City of Burlington noise ordinance, zoning ordinance or any law related to the consumption of alcoholic beverages or the possession of illegal substances, all of which the Tenant shall pay and hereby agrees to indemnify and hold Landlord harmless there from.

7) **ALTERATIONS** Tenant 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. In the event that the Tenant makes any such alterations, additions or improvements, then, in addition to any other remedies of the Landlord hereunder, the Landlord shall be entitled to, without notice to Tenant and at Tenant's expense, remove such alterations, additions, or improvements and restore the leased premises to their original condition.

8) **ACCEPTANCE OF PREMISES** Tenant has inspected the leased premises and tenant's acceptance or possession of the leased premises is conclusive evidence of receipt of them in good order and repair. Upon the termination of this Lease, tenant 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 Tenant shall not assign, mortgage, pledge, or encumber this lease, the premises, or sub-let the whole or any part of the premises without landlord's prior written consent.

10) HOLDING OVER If Tenant should hold over and remain in possession of the leased premises after the expiration of this lease without Landlord's written consent, it shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a tenancy at will.

11) COMMON AREAS The sidewalk, entrance, hall, passages, stairways, and other common areas shall not be obstructed by tenant or used by tenant for any other purpose than those of ingress or egress from the premises. You agree that the 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 Tenant.

12) REFUSE The appearance of your premises is of paramount importance. Accordingly, Tenant agrees to keep the leased premises clean and free of all garbage or refuse and to prevent any refuse or garbage from being windblown. Tenant shall dispose of all garbage and refuse in such a manner and at such times as the Landlord shall direct. Cost of normal refuse removal is paid by the tenants. In the event that the Tenant has any extraordinary refuse or garbage removal needs you may call the following services or any other such service listed in the Yellow pages under Garbage Removal for removal at the Tenant's sole expense. In the event that, in the sole opinion of the landlord, the leased 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 Tenant arrange for the removal of such refuse or debris at the Tenant's sole expense. Tenant will abide by Burlington City Recycling Ordinances and will be responsible for any fines due to non-compliance. Recycling questions can be answered by calling 865-7262.

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) TENANT OBLIGATIONS & TERMINATION Tenant shall not create or contribute to the noncompliance of the apartment with applicable provisions of building, housing, or health regulations. Nor shall the tenant 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 Tenant shall not disable, modify or tamper with any equipment or appliance provided by Landlord, including, but not limited to, smoke detectors, carbon monoxide detectors, fire extinguishers, stoves or refrigerators.

The Tenant shall not install additional or different locks or gates on any doors or windows of the unit without the written permission of the landlord. When this lease ends, the tenant agrees to return all keys to the apartment to the landlord. The landlord may charge the tenant \$90.00 if the key(s) are not returned to the landlord or if the lock and keys must be replaced by the landlord. Two keys have been provided to the tenant.

Tenant shall conduct him/herself and require other persons in the premises with the tenant's consent to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment of the premises. Tenant shall not conduct him/herself or permit others to conduct themselves in any illegal activity. Tenant agrees to do nothing that will disturb his/her neighbors.

The 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.

The Lease may not be terminated by the Tenant. If the tenant is not going to renew or extend the lease after it expires, the tenant shall give the landlord 30 days advance notice that the lease will not be renewed or extended. If this is a month to month lease, the landlord may terminate the lease for no cause by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.

If the tenant acts in violation of this lease agreement and it is necessary for the landlord to retain an attorney to secure the landlord's rights and remedies, the landlord shall be entitled to recover from the tenant 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 the tenant or a person on the premises with the tenant's consent. Those repairs and maintenance which are the responsibility of the tenant shall be performed by tenant immediately upon demand of the landlord. Whether such repairs and maintenance are performed by the tenant or the landlord, the cost of such repairs and maintenance shall be paid by the tenant forthwith as additional rent.

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

17) ACCESS The landlord may enter the apartment with the tenant's consent, which consent can not be unreasonably withheld.

The 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 tenant, workers, or contractors.

The landlord may 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 The landlord shall not be liable for and the tenant shall hold the landlord harmless and indemnify the landlord from injury or damage to persons or property occurring on or about the leased premises, unless caused by or resulting from the negligence of the landlord or any of the landlord's agents, servants, or employees. The Tenant shall further hold landlord harmless and indemnify landlord from injury or damage to persons or property occurring on or about the leased premises as a result of any violation by Tenant or any invitee of Tenant of the terms of this Lease Agreement including, but not limited to, any violation by the Tenant of any clause prohibiting any action or omission of Tenant set forth herein.

19) INSURANCE Tenant shall protect his personal property with adequate personal property insurance.

The Landlord has insurance on the lease premises. However, this insurance does not cover a tenant's personal belongings. Renter's insurance or "content of apartment" insurance is strongly recommended by Landlord. Such insurance is inexpensive and usually covers vandalism, theft, fire and water damage. The Landlord encourages you to shop around for a policy that suits your budget and your needs as terms and premiums may vary. Such insurance can be obtained by calling Hickok & Boardman Insurance (Jeff Dion) at (802) 383-1649 or any other insurance agency listed in the Yellow Pages under insurance.

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

21) NOTICE OF PROBLEMS Tenant agrees that all smoke detectors, carbon monoxide detectors and fire extinguishers are in good repair and are in working condition as of the date of occupancy. Tenant must notify the Landlord immediately upon discovery of any leaks, defects, or problems with the leased premises whatsoever, including, but not limited to, such problems with any safety equipment such as smoke detectors, fire extinguishers or carbon monoxide detectors or any equipment or appliance that may cause damage to the leased premises or to any occupant thereof. Tenant agrees to replace any non-working smoke detector or fire extinguisher at Landlord's expense in the event that the Landlord does not replace the faulty smoke detector or fire extinguisher within one business day of notification by Tenant to Landlord that the particular unit is faulty. Tenant also agrees to refrain from tampering with any appliance or piece of equipment in the leased premises including, but not limited to, smoke detectors, carbon monoxide detectors or fire extinguishers.

Tenant further agrees to notify the following agencies immediately in the event of any problem

related to the leased premises that may endanger property, cause injury to persons or endanger human life:
Burlington Police Department For Emergencies: 911

For all other purposes: 658-2704

Burlington Fire Department: For Emergencies: 911

For other purposes: 864-4554

Tenant further agrees to notify the following agencies immediately in the event of any problem related to any gas powered appliance or equipment or if any Tenant or invitee of Tenant smells gas at any time:

Vermont Gas Systems, Inc.: 863-4511

If no answer or if telephone is busy call: 800 639-8081

22) **TENANT PARKING** This apartment is not provided with a parking space. A \$50.00 fee per month fee, payable in advance, will be charged for a parking space and will be available only on a first come first serve basis. 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 greenspace or any area not specifically designated by Landlord for parking. In the event of violation of this provision by Tenant, 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. Tenant further agrees to be solely responsible for any fines which may accrue to any party as a result of the violation by Tenant or any invitee of Tenant of any Burlington City Ordinance related to parking.

23) **CASUALTY DAMAGE** If the leased premises, or any part thereof, shall be damaged by fire or other casualty not due to the Tenant's negligent or willful act or that of the agent or invitee of the tenant, 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 leased premises may have been uninhabitable. But, if the leased premises should be damaged other than by tenant's negligent or willful act or that of an agent or invitee of the tenant, 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** All of the tenants hereunder are 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 leased premises. A Party is defined as any gathering on or about the leased premises comprised of more than double the number of Tenants set forth in this lease agreement. Kegs of beer in the leased 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 LAWS** There are both Federal and State of Vermont laws dealing with lead paint hazards in older buildings. If there are children under the age of 7 years 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. Please contact the Vermont Department of Health if you have questions on this subject. The landlord's responsibility is to maintain the property in prescribed ways to minimize that hazard. The tenant's responsibility is to notify the landlord in writing if they notice any flaking or missing paint so that area may be examined.

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 Tenant and without notice to Tenant.

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 Tenant:

These 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.

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

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

The tenant shall, at all times, maintain a heating thermostat setting in the premises at a level sufficient to prevent freezing of water pipes and equipment regardless of whether the tenant or landlord supplies the heat.

The Tenant 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 Tenant shall not place any barbecue grill on any porch or entrance to the premises.

The Tenant shall park only in areas designated by Landlord.

Tenant shall not have any Parties, as that term is defined herein.

Tenant shall not allow kegs of beer on the premises.

There shall be no consumption of alcohol on the premises by those not of legal age to drink.

There shall be no illegal drugs allowed on the premises.

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

30. SMOKE & CARBON DIOXIDE DETECTORS/SPRINKLERS. Tenants have inspected Leased Premises and there is a fully functioning smoke detector and carbon dioxide detector in each room of the Leased 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 Leased Premises.

Tenants shall refrain from taking any action in or about the Leased Premises which might cause a safety or health risk or might increase the insurance premiums related to the Leased Premises. Tenants further understand that the Landlord has provided a sprinkler system for the safety of tenants. Tenants covenant and agree that they shall not tamper with the 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 Leased Premises and the contents of the Leased 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 Leased Premises, including, but not limited to, smoke detectors, sprinkler system, carbon monoxide detectors, fire extinguishers, stoves, washers, dryers, furnace, hot water heater or refrigerators. Tenants hereby jointly and severally indemnify and hold the Landlord harmless of and from all suits, damages and causes of action, including attorneys fees, which may be incurred by the Landlord as a result of a breach of any representation, warranty, covenant or agreement contained herein of in Tenants' lease of the Leased Premises, whether such breach shall be as a result of any act or omission of any of the Tenants or any invitee of any of the Tenants.

NOTICES

Any notice which either party is required to give under terms hereof or otherwise, shall be given by mailing the same, postage prepaid, by certified mail to *the other party* at the Premises or to Owner at the address shown below or at such other places as shall be designated by the parties in writing from time to time:

Owner's Name(s): Nicholas Riina

Owner's Address: 474 South Union, Burlington, VT 05401

Tenant's Name(s):

Tenant's Address:

After Having Read, and Understood the Full Text of this Contract, the Undersigned Tenants Accept and Agree to the Terms Hereof and Hereby Acknowledge Receipt of a Copy Hereof.

DATED: 6/24/2006

IN THE PRESENCE OF:

Tenant:

Tenant:

Tenant:

Tenant:

Owner: Nicholas Riina