

SHOWING
AGENT: _____

CODE :



LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between _____ (Owner) and the following person(s) (tenants):

1. _____ 2. _____ 3. _____
4. _____ 5. _____ 6. _____

***No other person(s) may reside in this unit without prior written approval by the Owner, failure to receive permission is grounds for termination of tenancy.

The contract unit is located at _____, Apt _____, City _____ State _____, Zip _____. The total rent is contracted for the term of _____. The total amount of rent for the initial term is \$ _____ payable in equal installments of \$ _____ and will be paid via ACH debit (ACH sheet attached to lease) on the first of each month beginning _____. For the convenience of the Tenant, Landlord allows multiple ACH payments for rent. If Tenant has two or more returned ACH payments, Landlord will require one ACH payment per month for the entire monthly rent amount. The tenant shall pay \$ _____ per month as pet rent for pet(s) described in attached Lease Pet Addendum. Failure to pay pet rent shall be considered a nonpayment of rent. The tenant has deposited \$ _____ with the Owner as a security deposit.

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Base Rent: _____

of BR's x \$20.00/BR Water Total: _____

of BR's x \$15.00/BR Trash Total: _____

Pet Rent: _____

Parking: _____

Total Monthly Rent: _____

* tenants initials _____

1. TERM OF LEASE:

The initial term of lease begins on _____. The initial term of lease ends on _____. Tenants will have until _____ to renew their lease for the following year. Owner shall inform Tenant(s) of any changes in rent for the following year prior to the above date.

*tenants initials _____

2. UTILITIES & APPLIANCES:

The Owner shall provide for or pay for the utilities and appliances as indicated below by "O" without any additional charge to Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated by "T".

ITEM	PROVIDED BY	PAID BY	ITEM	PROVIDED BY	PAID BY
HEATING NATURAL GAS	<u>O</u>	<u>T</u>	WATER HEATING NATURAL GAS	<u>O</u>	<u>T</u>
BOTTLED GAS	<u> </u>	<u> </u>	BOTTLED GAS	<u> </u>	<u> </u>
OIL/ELECTRIC	<u> </u>	<u> </u>	OIL/ELECTRIC	<u> </u>	<u> </u>
COAL/OTHER	<u> </u>	<u> </u>	COAL/OTHER	<u> </u>	<u> </u>
COOKING NATURAL GAS	<u>O</u>	<u>T</u>	OTHER ELECTRIC	<u> </u>	<u>T</u>
BOTTLED GAS	<u> </u>	<u> </u>	TRASH	<u>O</u>	<u>T</u>
OIL/ELECTRIC	<u> </u>	<u> </u>	REFRIGERATOR	<u>O</u>	<u>T</u>
COAL/OTHER	<u> </u>	<u> </u>	MICROWAVE	<u>O</u>	<u>T</u>
DRIVEWAY PLOWING	<u>O</u>	<u>O</u>	WATER/SEWER	<u>O</u>	<u>T</u>
LAWN CARE	<u>O</u>	<u>O</u>	AIR CONDITIONING	<u>T</u>	<u>T</u>
SHOVELING	<u>T</u>	<u>T</u>			

Tenant shall not waste utilities provided by the Owner. Below lists all other responsibilities to be assumed by either party:

- If you are renting an apartment: Water & sewer will be charged at a flat rate of **\$20.00 per bedroom**. This amount is added to your monthly rent. Trash will be charged at a flat rate of **\$15.00 per bedroom**.
 - If you are residing in a single family home: your water bill will be sent to you directly, and must be paid to The Burlington Water Department. You must contract directly with a trash removal entity.
- Washers & Dryers are not allowed on property.
- Outdoor pools/trampoline are no X allowed on the property.**
- SMOKING in the apartment is not allowed X**

Smoking is NOT allowed in the apartment, the following applies to all people: Smoking is prohibited anywhere in your unit; building; including common areas; and within 50 feet of the premises. Smoking includes traditional cigarette, e-cigarette, vaping systems, and marijuana. You are responsible for ensuring that your family members; roommates; guests and invitees also comply with these rules. A violation of this rule may result in termination of the tenancy and eviction.

3. USE & OCCUPANCY OF CONTRACT UNIT: A violation of this section may result in the termination of the tenancy and eviction.

a: The Tenant must use the contract unit for residence only by persons listed on this agreement. The unit must be the Tenant's only residence. Tenant shall not assign, mortgage, pledge or encumber this Lease, or the leased premises, or sub-let the whole or any part of the leased premises without Landlord's prior written consent. The Tenant must not assign the lease or transfer the unit. Members of the household may not engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family (i.e. no home-based business of any nature may be operated out of unit). Sublet requires Tenants providing the following: 1) Sublet Request & Consent Form signed by all Tenants and cosigners and 2) signed Lease Addendum RE: Sublet. Tenant(s) named on this lease remain responsible for the payment of rent and condition of the unit until the end of the leased term.

b: **Alterations & restrictions-** Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without prior written consent of the Owner, including without limitation, the following:

- I. Change or remove any part of the appliances, fixtures, mechanical systems, furnishings, or equipment in the unit.
- II. Paint or install wallpaper or contact paper in the unit
- III. Attach awnings, ceiling fans, window guards, radio aerials or CB and television antennas and transmitters to the unit.

- IV. Attach any shelves, screen doors, or other permanent improvements in the unit.
- V. Install heaters, air conditioners or waterbeds in the unit.
- VI. Place any aerials, antennas, satellite dishes, or other electrical connections on the unit
- VII. Use of the roof for any purpose whatsoever, including, but not limited to, sunbathing or to place any furniture on roof.
- VIII. Cultivate or grow marijuana.

Tenant is responsible for any damage caused by alterations, improvements, or additions to the unit. Specifically, Tenant is responsible for any damaged caused by the use and installation of air conditioners, even when installation is approved by Owner.

c: **Grills-** If allowed Tenant may use gas grills or barbecues on balconies or yard at least **10 feet** of structures. Grills are X Not allowed on the property

d: **Common areas-** The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress and egress of the unit. This provision applies to Tenant's household members and guests. In the event the Owner receives a monetary fine by a municipality for the Tenant's personal possession being in the common areas in violation of a State fire code or municipal ordinance, Tenant shall be responsible to reimburse Owner for said fine. Failure to reimburse Owner within 30 days of the demand for payment from Owner shall constitute a lease violation and Tenant may be subject to eviction.

e: **Insurance-** Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect their own personal property with adequate personal property insurance. It is the intention of this Lease that the Owner shall insure the unit and the Tenant shall insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possession unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent or intentional conduct and the negligent or intentional conduct of the Tenant's household and guests. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.

f: **Pet Policy-** Under specific guidelines of the Owner's pet policy, any damages or destruction done to the unit caused by Tenant's pet(s) are Tenant's responsibility to reimburse Owner. Failure to reimburse Owner within 30 days of the demand for payment Owner shall constitute a lease violation and Tenant may be subject to termination of tenancy. Tenant will be held accountable for replacement of any flooring if pets urinate on any portion of said flooring, even if the cost exceeds the amount of security deposit. Tenant will be charged current market cost for replacement. If pets are not allowed that means no visiting pets as well. Tenant must follow pet addendum on page 13 if pet(s) are permitted:

Pets are allowed Not allowed on the property

g: **Disturbances-** Tenant agrees not to allow on premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for all conduct, behavior and/or actions of members of Tenant's household and for all guests. Tenants in Burlington shall abide by the attached City noise ordinance.

h: **Parking-** If parking is provided, Owner's parking policy is as follows: **Parking is on a first come first serve basis for leased tenants.** The Owner does not monitor or guarantee access to the parking area. No more than one car per tenant is allowed. Any cars or trucks that are unregistered will be towed at the vehicle owner's expense. If parking tags are issued for your apartment, your apartment will be issued of tags. These tags must be put on your vehicle's back bumper or window. Cars without parking tags will be towed at the owner's expense. Tenant shall not repair, wash, change oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property. Parking is not permitted on the grass or greenspace per Burlington Ordinance. Tenants parking on the grass or greenspace are subject to fines from the City of Burlington.

Parking is Not provided.

*tenants initials

i: **Guest policy-** Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days in a one year period and it does not matter if these 14 days run consecutive or not. Guests are not permitted to park in Tenant parking area. Guest vehicles parked within the Tenant parking area are subject to being towed at the vehicle owner's expense.

j: **Soliciting-** No soliciting allowed on the property by the Tenant, members of the household or guests.

k: **Inspection-** Before taking occupancy, Tenant shall inspect the unit and will sign a completed apartment inspection check list. At time of move-in, Owners only performs inspection walkthroughs with the Tenant, if requested. Tenant's signing of the inspection check list upon completion will be deemed conclusive evidence of the delivery of the apartment in the condition represented by the inspection check list. It is tenant's responsibility to notify Owner of any damage to unit at time of move-in. Upon termination of the occupancy by the Tenant, this same inspection will be completed by Owner (or Owner's Agent) and will be used, if necessary, to determine responsibility for any damages, cleaning, or repair expenses to the unit. Failure of the Tenant to schedule or attend the inspection shall not be deemed a waiver of this clause.

l. **Weapons-** Tenant shall not display or in any way threaten, intimidate or harass any resident, guest or agent of the Owner or Owner's Agent with any weapon of any kind or any instrument that could be deemed or perceived to be a weapon, including, but not limited to, firearms, rifles, shotguns, bb guns, pellet guns, paintball guns, knives, machetes and the like in or on the common areas of the property. Tenant shall not discharge any type of firearm on the property including Tenant's unit.

m. **Tampering with Property-** Tenant shall not tamper with or in any way disable smoke and/or CO detectors in the unit or on the property. This is grounds for termination of lease and eviction. Further, if a fine is imposed by the local municipality or by the State, Tenant shall be responsible to pay said fine if the fine resulted from the Tenant's actions. If Owner is required to pay the fine, the Tenant shall reimburse the Owner within 30 days upon demand or this, too, may be grounds for termination of tenancy and tenant agrees any unpaid assessed fine may be deducted from the security deposit.

4. **MAINTENANCE & UTILITIES: OWNER & TENANT RESPONSIBILITY:**

a: The Owner or Owner's Agent may enter the dwelling unit only for the following purposes: (a) to inspect unit, (b) to make necessary repairs, alterations or improvements/supply agreed services, and (c) to exhibit the unit to prospective purchasers, mortgagees, tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. Owner shall, except in an emergency, give the Tenant 48 Hour notice of Owner's intent to enter, and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.

b: The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs within 30 days of demand for payment. Failure to do so may result in grounds for termination of tenancy.

c: The Tenant must maintain all utilities. Failure to do so may be grounds for termination of tenancy. Tenant must pay for any utilities and provide any appliances that the owner is not required to pay for or provide under the lease. Failure to do so may be grounds for termination of tenancy.

5. **TENANTS OBLIGATION-**

Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damages at Tenant's own expense. If (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon 30 days demand may be grounds for termination of tenancy. If the Tenant renders unit uninhabitable, Tenant shall be responsible to pay for the rent during the time the unit is damaged.

a: **Late Fees/Return Check Fees-** The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. Late charges shall be in the amount of **\$50.00 per delinquent payment**. Said late charges will be in addition to the usual monthly rental and will apply if rent is unpaid by the **5th** day of each month. There will be a returned check fee and/or ACH Bounce Fee of **\$50.00**. ACH Bounce fees are incurred for insufficient funds or providing incorrect bank account information, please double check the information you provide for your ACH.

b: **Locks-** Tenant agrees not to install additional or different/alternate locks, gates, deadbolts, latches (etc.) on any doors or windows of the dwelling unit without the advance written consent of the Owner. If the Owner so consents, the Tenant will provide the Owner with a key for any and all new lock(s). When this lease agreement terminates, the Tenant will return all keys for the unit back to the Owner, including mail keys. There will be a charge for lost or unreturned keys. The charge for keys are **\$25.00** per key. If the apartment code need to be changed the cost is **\$50.00**. If the entire lock system needs to be replaced due to tenant damage or misuse the cost for replacement is **\$275.00** per lock set.

6. TERMINATION OF TENANCY BY TENANT

The tenant may terminate the tenancy by;

- a. During the term of the lease, regardless of the amount of written notice given, Tenant will be held accountable for rent until either the end of the lease term or the Owner has rented said unit. Tenant will also be responsible for charges in paragraph 8.
- b. Providing the landlord with notice of intent to vacate in compliance with Section 1; or
- c. The Owner and the Tenant mutually agree to terminate the lease.

7. TERMINATION OF TENANCY BY OWNER:

a: Grounds-

- a. During the term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon at least 30 days written notice, except for nonpayment of rent which shall be upon at least 14 days written notice:
 1. Serious or repeated violations of the terms and conditions of the lease;
 2. Violation of Federal, State or local Law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;
 3. Criminal activity (as provided in paragraph b);
 4. Nonpayment of rent or repeated failure to pay rent in a timely manner;
 5. Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;
 6. Interfering with the management of the property;
 7. Causing an undue financial burden on the property;
 8. Other good cause (as provided in paragraph c).
 9. The requirement to terminate tenancy for such grounds;
 - a. Applies during the term of lease, including the initial term and any extension term; and
 10. Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

b: Criminal activity-

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

- I. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residences (*including conduct/actions against or harassment of the Owner and/or property management staff and/or any agents/contractors/vendors of the Owner*);
- II. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

*tenants initials _____

- III. Any violent criminal activity on or off the premises;
- IV. Any drug related criminal activity on or off the premises;
- V. Any other activity which impairs the physical or social environment of the premises.
- VI. Illegal use or possession of a controlled substance; or
- VII. Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
- VIII. Interference with management of the property

IV. Criminal Activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not convicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity. In addition, the Owner may terminate the tenancy if any member of the household is:

- 1. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
- 2. Violating a condition of probation or parole under Federal or State Law.

c. Other good cause for termination of tenancy-

I. During the first year of the initial lease term or anytime during the tenancy, other good cause for termination of tenancy must be something the Tenants did or failed to do.

II. During the initial term of lease or during and extension term, other good cause includes, but is not limited to:

- a. Disturbance of neighbors,
- b. Destruction of property,

Failure to maintain utilities or wasting utilities provided by the Owner,

Failure to pay Owner for damages caused by Tenants.

Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or

Living or housekeeping habits that cause damage or present safety concerns to the Tenant, other residents or the unit or premises or that may otherwise result in minimum housing violations.

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will *not* be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim of such violence.

Violations of paragraph 3 of this lease.

d. Eviction by court action-

The Owner may only evict the Tenant from the contract unit by instituting a court action.

8. Intentionally left blank:

9. SECURITY DEPOSIT:

- a. The Owner will collect a security deposit from the Tenant equal to the initial month's rent. Owner has collected \$ _____ from the Tenant to be applied towards Tenant's security deposit.
- b. When the Tenant moves out of the contract unit, the Owner, subject to State and local Law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the Lease, as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.
- c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit by Owner placing the list of charges and unused balance in the mail.
- d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the Owner may collect the balance from the Tenant.
- e. In the event Tenant violates the terms of the lease and it is necessary for the Owner to terminate the tenancy, including early termination by Tenant, the deposit may be retained pursuant to paragraph 5 and paragraph 18.
- f. If more than one person is named the Tenant, such persons agree that they will work out the details of dividing any security refund among themselves. The Owner shall pay a security deposit refund to only one adult person named in Section 8(g). Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant, or approved Sublettor, on the lease has vacated the unit.
- g. The security deposit shall not be used for the last month's rent.

Owner shall return the deposit to the first listed Tenant on Page 1 of this Lease Agreement. Any changes to Section 8(g) shall only be accepted in writing and with approval of all listed Tenants. It is the responsibility of the tenant to provide a forwarding address for the security deposit return. Failure to do so will result in the return being sent to the apartment address.

*** This person will also be listed on your Landlord Certificate for taxes***

10. MANDATORY RECYCLING/COMPOSTING:

In jurisdictions, where recycling is mandatory (and composting in 2020), Tenant shall comply with the applicable ordinances and regulations on mandatory recycling and composting. Tenant shall sort and separate recyclable and compostable materials from all other solid waste and place recyclables in proper recycling/composting containers provided. If the local jurisdiction or state finds the Tenant has violated any provisions of the recycling or composting laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon the Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

11. PROHIBITION OF DISCRIMINATION:

In accordance with the applicable equal opportunities statutes, executive orders, and regulations, the Owner does not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, gender identity or gender-related characteristics or because a person

intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

12. WRITTEN NOTICES:

When this lease requires any notice by the Tenant or Owner, except Notices of Termination, the notice must be in writing and send via electronic mail:

Notice to the Owner shall be sent to: info@bissonetteproperties.com

Notice to the Tenant shall be sent to the email provided on each tenant's application

13. LEAD-BASED PAINT DISCLOSURE:

Housing built before 1978 may contain lead based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant woman. Before renting pre-1978 housing, owners must disclose the presence of lead based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

(X) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are applicable and is attached to this lease.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are NOT applicable and is attached to this lease.

14. JOINT & SEVERAL LIABILITY:

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

15. SEVERABILITY:

If any provisions of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER:

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease, including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

17. ATTORNEY'S FEES: If the Tenant acts in violation of this lease, Owner has to defend against Tenant claims, or Tenant fails to vacate upon receipt of a termination notice and the Owner has to hire an attorney to pursue those claims, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant, including reasonable attorney's fees and expenses for sending any termination notices. Nonpayment of attorney's fees may be considered a breach of this lease agreement.

18. DELIVERY OF POSSESSION: The Owner's obligation to deliver possession of the unit is contingent upon the current occupant of the unit vacating the unit and removing all personal property from the unit. The parties acknowledge that failure of the current occupant of the unit to deliver possession shall cancel this Lease, and all deposit monies and pre-paid rent shall be returned to Tenant.

19. SURRENDER OF UNIT; BREAKING LEASE:

If the Tenant vacates the unit prior to the expiration of the term (i.e. breaks the lease) regardless of the amount of notice given by Tenant, Tenant shall be liable to pay Owner of all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, carpets, painting etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time as a new tenant is found for the unit. Owner and Tenant agree that the cost for Owner to re-let the unit is ½ of the monthly Base Rent. Tenant's security deposit shall be made available to cover part or all of these consequential damages that may be incurred by the Owner because of Tenant's breach of lease.

20. DAMAGES TO UNIT/HABITABILITY:

This lease may, at the Owner's discretion, terminate immediately should the lease premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental.

21. OTHER TERMS & CONDITIONS:

a. In Burlington, Tenants shall abide by the Burlington noise ordinance. A copy of the ordinance is attached to this lease agreement.

b. Smoke detector/carbon monoxide detector/fire extinguisher release. I, the undersigned acknowledge that upon move in Tenants will personally check the Smoke detector/carbon monoxide detector/fire extinguisher in the unit that we are renting and find them to be in good working order. The Law requires Owner to provide working Smoke detector/carbon monoxide detector/fire extinguisher in the unit. I/we agree that the smoke detectors and carbon monoxide detectors are installed in the ceilings or walls in order to alert me as to the presence of smoke or carbon monoxide in order to help save my life in case of a fire or a carbon monoxide leak. I also agree that by removing the Smoke detector/carbon monoxide detector/fire extinguisher or disabling them in any manner is putting my life at great risk in case of fire, or carbon monoxide leak and by doing so I am absolving the Owner or Owner's Agent from any responsibility for losses due to my noncompliance with the Law or malfunction of the alarms. I also know I am in direct violation of this Lease agreement.

c. It is understood that the Owner shall be responsible for servicing or maintaining the Smoke detector/carbon monoxide Detector/fire extinguisher in the said unit. Tenant must provide the Owner with timely notification of Smoke detector/carbon monoxide detector/fire extinguisher malfunctions in order for the device to be repaired or replaced as soon as possible.

d. Renters Insurance. I understand that I must obtain "Renter's Insurance" to cover any losses to personal contents of this said unit. The Owner's insurance does not cover my personal belongings.

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease. Tenant, This Lease is a JOINT & SEVERAL OBLIGATION.

TENANTS:

Printed Name	Signature	Phone	Email
Printed Name	Signature	Phone	Email
Printed Name	Signature	Phone	Email
Printed Name	Signature	Phone	Email
Printed Name	Signature	Phone	Email
Printed Name	Signature	Phone	Email

VOID

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR: Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Tenant does not pay the rent or the Unit is damaged, the Owner has a legal right to collect from you. This Lease is a JOINT & SEVERAL OBLIGATION.**

Printed Name	Signature	Phone	Email	Tenant Name
Printed Name	Signature	Phone	Email	Tenant Name
Printed Name	Signature	Phone	Email	Tenant Name
Printed Name	Signature	Phone	Email	Tenant Name
Property Manager	Date	Rental Address		

ADDENDUM TO LEASE

REGISTRATION FEES: Tenant is responsible for the payment of Burlington Rental Unit Registration Fee. This fee is currently **\$115.00** per apartment, or the prevailing rate as mandated by the city of Burlington, whichever is higher. The fee is due upon signing of the lease and/or renewals, annually.

TRASH REMOVAL: Owner is NOT responsible for extra trash. This includes furniture, tires, TV's, computers, electronics, appliances, mattresses, (etc.). If Owner is charged for any additional fees, you will be held responsible for all charges incurred. If we are charged by the City of Burlington, Code Enforcement and a fine is incurred for these items left on our property, this fine will be your responsibility. We will deduct this amount from your damage deposit if you haven't paid in full prior to your vacating the apartment.

PARKING: Parking is first come, first-served as described in Section 3 of the Lease Agreement. All vehicles must be registered, inspected and operable. Upon move in you will be issued a parking tag, you must place this tag clearly visibly on your vehicle. Any vehicles that do not have a tag or meet these requirements will be towed. Owner is **NOT** responsible for any towing, storage or damage to any vehicle towed. **PLEASE DO NOT PARK IN FRONT OF DUMPSTERS AT ANY TIME.**

GRILLS: You must keep any grills off your deck or porch at least 10 feet away from building. **THIS IS A FIRE HAZARD.**

CANDLES/INCENSE: The burning of incense is not allowed at the property. Candles may be burned within the unit, but must not be left unattended nor placed near combustible material. Violation of this section will be considered a breach of your Lease Agreement and may result in the termination of your tenancy. Tenant is responsible for any damage caused to building by their use of candles.

PLUMBING: If a plumber is required to unclog a toilet, sink or bathtub due to tenant negligence (including but not limited to: toys, razors, feminine hygiene products, diapers, food, hair, etc.). Tenant is responsible for all bills incurred for these repairs & labor.

SMOKE DETECTORS: Smoke detectors must be operable at all times in your apartment. **DO NOT** take the batteries out or disconnect the detectors from the base. If you disengage the units, you will be in direct violation of the City of Burlington's Code Enforcement Law and YOU will be fined if they find the detectors not in operation. Replacement cost is \$95 per detector.

LOCK OUTS: If you are locked out of your apartment during regular business hours (9:00am-5:00pm) there is a maintenance service that will unlock your doors. You will be charged for replacement keys if necessary. However, if you are locked out after 5:00pm during the week or at any time on the weekend, you will be charged \$50.00 to have the on-call property maintenance service let you in.

EMERGENCY CALLS: The afterhours emergency number for Bissonette Properties is for true emergencies at the Premises (i.e. flooding, heat issue in winter, gas leak, etc.), any after-hours calls made by Tenant that are not due to an emergency may result in a charge.

PETS: Keeping pets *without permission* from Owner will result in immediate removal of pet(s) and termination of your tenancy. Pets require a Pet Addendum.

PEST CONTROL: If you have a pest problem in your apartment Owner will have an exterminator rid your apartment of the infestation. Upon inspection of pests Owner will immediately resolve the infestation at your expense. YOU are responsible for the cost to eradicate the pests. In the case of bedbug infestation we utilize a high heat process (most effective). The minimum charge to eradicate a bedbug infestation is \$1,200.00. You can help prevent bed bug infestation by not purchasing used furniture or bedding from unknown sources for use in the apartment. If you are bringing in used items you need to check them thoroughly before move in.

UTILITIES: Upon signature of Lease it is tenant's responsibility to call and have all utilities switched into their name. If you do not have the utilities switched over, there will be a 10 day shut off until the utilities are taken care of. Owner will charge you for all utility bills that have not been paid. You must keep all utilities in your name until the last day of your lease term. Delinquent utilities are subject to a 1% interest charge after 30 days.

ABANDONMENT: Landlord shall have no liability to Tenant, and Tenant shall indemnify and hold the Landlord harmless from and against any and all claims arising from Landlord's handling and/or disposal of any personal property remaining on the premises after the Tenant has vacated. It is agreed that any personal property remaining on the premises after the Tenant has vacated shall be deemed abandoned by the Tenant and Landlord may dispose of the personal property without notice to the Tenant and without liability to the Landlord

_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date

Property Manager

*tenants initials _____

Disclosure of Information on Lead-Based Paint/ Lead-Based Paint Hazard

Lead Warning Statement

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant woman. Before renting pre-1978 housing, Owner must disclose the presence of known lead based paint or hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

a. Presents of lead based paint and/or lead based paint (check which applies)

 X Known lead based paint and/or lead based paint hazards are present in the housing:
ALL BUILDINGS WHICH PRE-DATE 1978 HAVE KNOWN LEAD PAINT, EMP INSPECTIONS ARE DONE ANNUALLY BY BISSONETTE PROPERTIES AND ARE UP TO DATE AND CODE.

 Owner has no knowledge of lead based paint or hazards in the housing. Records and reports are available to the Tenant.

 Owner has provided the Tenant with all available records and reports pertaining to lead based paint and hazards in the housing. Listed documents:

 Owner has no reports or records pertaining to lead based paint and hazards in the housing.

Tenants Acknowledgement:

 Tenant has received copies of all information listed above

 Tenant has received the pamphlet "Protect your Family from Lead in Your Home" in electronic form

Agents Acknowledgement:

 Agent has informed Tenant of the Tenant's obligation under 42 U.S.C 4852 (d) and is aware of their responsibility to ensure compliance.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date

SECURITY DEPOSIT AGREEMENT

VERY IMPORTANT, you MUST have all your rent paid IN FULL before your last month of tenancy.

You may NOT use your security deposit as your last month's rent. Any rent received after the 5th will result in a \$50.00 late fee. This will also delay the return of your security deposit. Tenant and Owner agree that the following may be deducted from the security deposit;

1. **UTILITIES:** All utilities must be turned on into your name prior to move in as well as having utilities remain in your name until your move out date. Do not shut off or transfer into any other person's name until you have vacated the unit. Please be sure you have your utilities paid up to date prior to you vacating.

2. **FURNITURE:** Please remove all your belongings, including furniture and electronics out of the apartment. You may not throw any of these unwanted items in the trash, on the greenbelt or in the front of the building. These are additional fees and you **will** be held accountable for these costs.

3. **VACATING:** You are required to leave the apartment on _____ no later than 9:00 am (EST). **Staying beyond the date and time will result in a rent increase of base rent plus \$500.00 per day.**

4. **CLEANING:** Once you have vacated your apartment, we ask that it be left in the same condition it was when you first moved in. Any excessive cleaning or damages to the apartment will be deducted from your security deposit. The apartment must be cleaned before you have turned in your keys. The following may be additional cleaning deductions:

- a. Clean all appliances inside & out- including refrigerator, stove, microwave, dishwasher, washers & dryers. Please pull out large appliances and clean behind and underneath. Please note: DO NOT use cleaning products on SELF CLEANING OVEN.
- b. Wash baseboards, trim, walls and doors, including exterior doors. Also clean windows, window sills, window blinds, light fixtures, light switches, vents, and air covers/fans.
- c. Clean toilets, base of toilet, tub, shower, sinks, faucets, counters, backsplash, soap dispensers, vanity, mirrors and floors.
- d. Wipe out all cabinets, drawers, closets and shelving units.
- e. Check smoke detectors, and clean out vents.
- f. Dispose of all trash and boxes. Everything must be out of the unit, sweep porch, front entrance and clean out garage and/or storage space.
- g. Please mop and clean all flooring, have carpets shampooed and vacuumed. If Tenants fail to arrange for carpet cleaning, Owner will have a contract for service and deduct the expense from your deposit.
- h. Repair any holes in the walls including nail holes from pictures etc.
- i. Clean up front and back yard, including any trash or furniture.
- j. The replacement cost of smoke/carbon monoxide detectors is \$95 per detector.

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

If the following items listed below are neglected upon moving out, or leave the unit in an unsatisfactory condition, the following charges will be deducted from your security deposit or owed to Bissonette Properties if your security deposit is insufficient to cover the charges. You will be charged the listed amount for each instance in which a listed item needs to be cleaned or repaired. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs you will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

<u>KITCHEN CLEANING</u>	<u>COST</u>	<u>BATHROOM CLEANING</u>	<u>COST</u>	<u>LIVING ROOM/BR/COMMON AREAS</u>	<u>COST</u>	<u>MISC. CLEANING</u>	<u>COST</u>
oven / stove top	\$80	tub/shower	\$125	shampoo carpets (per room)	\$100	trash (greenbelt)	\$100
microwave	\$45	sink/vanity/mirror	\$65	patch/paint/repainting (labor only)	\$75/hr	patch/paint	\$75/hr
refrigerator / freezer	\$85	bathroom fan	\$35	trash (in apartment)	\$100	stairs (each)	\$50
kitchen cabinets / counter tops	\$125	washer/dryer	\$35	vacuum / sweep / mop (per room)	\$50	cleaning rate	\$75/hr
vacuum / sweep / mop (per room)	\$50	toilets/base	\$50	wash walls (per room)	\$75	yard clean up	\$350
grease filters / drip pans	\$55	bathroom baseboards	\$40	baseboards (per room)	\$40	clean basement	\$100
dishwasher	\$85			cleaning windows (each)	\$50	screen/sand hardwood floors (per room)	\$500
				ceiling fan (each)	\$35	enzyme treatments (ea.)	\$150
				cleaning interior doors (each)	\$20		

Regardless of length of occupancy, if the walls must be spackled and/or paint touched up due to marks or damage, the labor charge is \$75 per hour.

* Replacement Charges: If any of these items are missing or damaged to the point that must be replaced when you move out, you will be charged for the current cost of the items, plus labor/service charges. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs you will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

<u>REPLACEMENT CHARGES</u>	<u>COST</u>	<u>REPLACEMENT CHARGES</u>	<u>COST</u>
carpets	\$1,500	combo lock replacement (each)	\$275
glass doors	\$350	fire extinguisher	\$75
window screens	\$50	bath mirrors	\$200
windows	\$250	interior doors	\$195
light fixtures	\$150	refrigerator shelves (each)	\$75
counter tops	\$950	oven racks	\$95
broilers / oven pans	\$55	floor replacement charges	\$1,500
blinds	\$55	smoke detectors	\$150

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

*tenants initials _____

5. **KEYS:** You must return all keys to the apartment as well as mailbox keys and any duplicates you have made back to Bissonette Properties before 9:00 am on your move out date. Please leave your mailbox and other keys provided on the kitchen counter. Any keys not returned are subject to a charge of \$25 per key. ***If you do not abide by the move out date & time you will be charged an additional prorated rent rate.***

6. **SECURITY DEPOSIT:** Return of the security deposit shall occur in accordance with paragraph 8 of the lease agreement. Only 1 check will be issued to the FIRST person on the lease. In order to receive your security deposit refund, you must:

- a. Provide your new forwarding address, otherwise checks will be mailed to your last known address (i.e. the rental unit).
- b. Be sure to thoroughly clean the apartment and repair any damages that are your responsibility.
- c. Leave your utilities in your name until the last day of your lease.
- d. Abide by your Lease Agreement
- e. Note: a single security deposit check will be issued within 14 days of your move out date, in compliance with paragraph 8 of the lease agreement.
- f. If the damages exceed the amount of your damage deposit the Owner may collect the balance from the Tenant.

* Security deposits will be mailed within 14 days of your move out and when all inspections are complete to the first person listed on the lease.

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

PET ADDENDUM

NOW COMES _____ (Owner), and _____,
_____, _____,
_____, Tenant(s), who on _____
executed a lease for the following premises: _____.

Notwithstanding anything to the contrary in the above-referred to Lease, that Lease shall be amended as follows:

Tenant shall keep NO animals on the premises except as follows:

Type: _____
Name of animal: _____
Age of animal: _____

VOID

As a condition of Landlord permitting an animal on the premises, the Tenant(s) agrees as follows:

1. Tenant(s) shall pay a monthly pet rent of \$_____.
2. The animal shall not disturb the quiet enjoyment of other residents.
3. Any animal waste will be promptly and sanitarily disposed of by the Tenant(s).
4. It is expressly understood that the animal shall always be accompanied by the Tenant(s), or a responsible designee, when the animal is outside of the apartment and in the common areas. The Tenant(s) shall always have physical control of the animal when it is outside of the apartment and in the common areas.
5. Tenant(s) shall provide Landlord with a certificate from a licensed veterinarian indicating that the animal is healthy and has received all required vaccinations.
6. Tenant(s) shall indemnify and hold the Landlord harmless from any costs, claims, damages, expenses, or attorney's fees arising directly or indirectly, including consequential damages, as a result of this or any other animal being on the leased premises or common areas with the tenant's permission.
7. Tenant(s) agrees not to permit pet to damage the apartment including but not limited to scratching at doors, urinating and defecating on carpeting or flooring. Tenant agrees to take full responsibility for any damages to the property caused by pet. Upon vacating the apartment, all physical evidence of the pet shall be removed, the apartment fully cleaned, deodorized, rugs shampooed, and fleas or other pet-related bugs exterminated at Tenant's expense.
8. Tenant agrees to confine or temporarily remove the pet from the unit when landlord needs to show or access the unit.
9. Violation of any of the above conditions shall be grounds for termination of the lease. Tenant(s) can avoid termination of the lease by removal of the animal from the premises, and otherwise comply with section 7 and 8 above.

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

*tenants initials _____

TENANT INFORMATION

****this is pertinent information that you may need. Please keep this sheet in your apartment for easy access****

1. **Utilities** **please set up your utilities in your name immediately**
Vermont Gas 802.863.4511

Burlington Electric 802.865.7300
Green Mountain Power (Winooski) 888.835.4672
Public Works (water and recycling) 802.863.4501
Myers Trash 802.655.4312

Comcast 800.934.6489
Burlington Telecom 802.540.0007

2. **Bissonette Properties**
Office (Mon-Fri 9:00-5:00): 802.864.4449
Fax: 802.864.4447
Emergency: 802.860.8135 (*After 5pm and weekends*)

VOID

info@bissonetteproperties.com

Mailing Address:

100 North Street,
Burlington VT 05401

EMERGENCY CALL 911

Burlington Police 802.658.2704

CITY OF BURLINGTON
An Ordinance in Relation to
NOISE CONTROL

Property owners of rental housing are required by ordinance to furnish a copy of the City noise control ordinance to tenants at the beginning of the rental term. Here are highlights of that regulation (this text is a summary; actual ordinance language applies):

The City noise ordinance applies 24 hours a day. There are also special "quiet hours" for the community from 10:00 pm to 7:00 am.

Unreasonable noise is prohibited. Noise is unreasonable when it is unreasonably loud given the time, place, and nature of the noise. Noise that is plainly audible between apartments or houses between the hours of 10:00 pm and 7:00 am is considered unreasonable. Sound systems, TVs, and radios cannot be played in an unreasonably loud manner.

Noise from parties and social gatherings have special regulations. Such gatherings are defined as situations where one or more participants are not residents. In the event of a noise disturbance, all of the residents at a premise are considered liable in addition to any other person engaged in making noise. Residents who may not have been involved in a disturbance may seek special consideration and should consult with the issuing officer and may also seek special consideration from the court in a judicial proceeding.

Machinery, power equipment, and construction noise are prohibited from between 9:00 pm and 7:00 am.

Certain exemptions apply: Approved emergency repair or construction work; authorized safety and emergency devices; approved utility and public facility work; snow removal equipment; and approved events by the municipality or by educational institutions.

Penalties for noise violations except parties: First violation- minimum \$200 for uncontested ticket. Second violation within 24 months- minimum \$300 for uncontested ticket. Note: Issuing officers may choose to reduce or waive the fines for first or second violations upon completion by the offender of a restorative justice program. In the event of a hearing for a first or second violation, a judge may impose up to a \$500 penalty. Third and subsequent offenses are criminal proceedings and carry a \$500 fine.

Penalties for noise from parties and social gatherings: First violation- each resident and other offender receives minimum \$300 plus 3 hours in a restorative justice program for an uncontested ticket. Second violation within 24 months- each resident and other offender receives minimum \$400 plus 3 hours in a restorative justice program for an uncontested ticket. In the event of a hearing a judge may apply: (1) for first violations at least a \$200 fine and a required 15 hours of restorative and community service work; and (2) for second violations at least a \$300 fine and a required 18 hours of restorative and community service work. Third and subsequent offenses are criminal proceedings and carry a \$500 fine.

The noise ordinance is enforced by the Burlington Police Department. Please phone the BPD at (802)658-2704 if you have questions or need assistance.

Please phone our office at (802)863-0442 if you have questions or need assistance - we are here to help. We appreciate your cooperation.



CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize _____ (company) to initiate entries to my checking/savings accounts at the financial institution _____ (bank). This authority will remain in effect until _____ (company) is notified by me (us) in writing to cancel it in such time as to afford _____ (company) and _____ (bank) a reasonable opportunity to act on it.

Name of Financial Institution

Routing Number

Account Number

Address of Financial Institution

Type of Account: Checking Account ☐

Savings Account ☐

\$ _____
Amount Pulled

June 1, 2022
Start Date

Print Name (Tenant's Name)

Date

Signature

Date

Rental Address

VOID

*****MUST PROVIDE A VOIDED CHECK OR A BANK DOCUMENT*****

*tenants initials _____

VIRTUAL SHOWINGS ADDENDUM

Due to the COVID-19 pandemic and for the safety of our existing residents, Bissonette Properties is only offering virtual showings of rental units. Virtual showings are inherently different than in-person showings. Bissonette Properties has made every effort to provide detailed information, room angles, and descriptions of its rental units.

Tenant is responsible for reviewing the information provided and is responsible for requesting any additional information required prior to entering into a Lease Agreement. Once the rental unit is signed, the parties agree that the unit is satisfactory and will suit the needs of the Tenant and the virtual showing and lack of in-person walk-through shall not be a reason to break the Lease Agreement.

VOID

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date