

THIS AGREEMENT OF LEASE is made and entered into this ____ day of ____, ____, between _____, with cosigners, hereinafter collectively referred to as "Tenant", and _____, and their assigns, hereinafter referred to as "Landlord".

In consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. **Premises.** Landlord hereby leases to Tenant the following land and premises:

_____, Burlington

Unless indicated otherwise, the premises should be used as a personal residence and not otherwise. Only the persons, who have executed this Lease as Tenants, and their children, shall be considered as Tenants hereunder. No other persons may reside at the premises.

2. **Term.** This lease shall commence on June 1, 20__, and terminates on May 24, 20__ **AT NOON.** It is understood that this is a 51 week lease for the total rental amount shown below. The last month shall not be prorated as the rental price reflects the leasing terms.

3. **Rent.** Tenant shall pay to Landlord as rent the amount of \$__0.00__, in 12 equal monthly installments as follows: \$__0.00__ on move-in and \$__0.00__ on or before the first day of each month thereafter.

****Tenants are required to pay rent by EFT through RentTrack.com. Do not send checks to the owners, or the property management company. Payment only accepted via RentTrack.com. You will be required to set up your account upon signing this lease. Any and all 3rd party processing fees are paid by Tenant.**

****Property Owner - _____**

Rent received after the first day of the month when due, shall incur a collection charge equal to \$25.00 or actual cost, whichever is higher. Returned checks will be subject to a late fee as well as a returned check fee. This covers our office calling and collecting through regular mailings or certified mailings any rent that is outstanding. Payments received shall be applied to oldest balances first. 14 day non-payment notice to quit collection charge equal to \$75.00 or actual cost even if rent is paid after notice date.

Rent is payable without demand or notice. Any increase of rent when lease is up shall take effect on the first day of the rental period following not less than 90 days actual

notice to the Tenant. Actual notice shall be written notice which is hand delivered or mailed to the Tenant's last known address. No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent shall be deemed to be other than payment on account, and no endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check as partial payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder or to pursue against Tenant any additional remedies available under this Lease or provided at law or in equity. This provision and the provisions to pay all sums under this Lease shall survive the Lease.

Notice of termination shall be provided in 9V.S.A. Section 4467 Notice to Vacate shall be as required by VT Law and City of Burlington Ordinance.

- 3a. Tenants and Cosigners agree to and understand that they are required to give the Landlord written authorization to charge the credit card information of their choice kept on file by the Landlord, with the sole purpose of paying any overdue rent or other outstanding charges that are due past the 5th of each month. The Landlord agrees that the credit card will not be charged until after the 5th, and will ONLY be charged for the amount overdue each month. EACH tenant and their cosigner agree to fill out and sign a separate addendum providing said credit card information that the Landlord will keep on file. The addendum will be sent at the same time as the lease.

Initial _____

4. **Security Deposit.** Landlord hereby acknowledges the receipt of a security deposit in the amount of \$__0.00__. The deposit may be retained by the Landlord for the following items: (1) nonpayment of rent; (2) damage to the property of the Landlord, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of the Tenant; (3) nonpayment of utility or other charges which the tenant was required to pay directly to the Landlord or to a utility; (4) expenses required to remove from the rental unit, articles abandoned by the Tenant.

Landlord and Tenant agree that the following items will be considered damage beyond normal wear and tear and Landlord may deduct the stated costs and charges incurred from the security deposit of the Tenant:

1. Obvious physical damage to the unit, not noted in the move-in inspection checklist as pre-existing.
2. All carpets within the unit must be professionally cleaned and **tenants are required to leave proof (receipt and/or pictures) of the carpets being cleaned on the kitchen counter upon move out.** Failure to have the carpets professionally cleaned as required will result in charges payable by the Tenant. These charges may be deducted from the security deposit if deemed necessary by the Landlord.
3. Return of the keys for the unit and laundry room to the Landlord. Failure to return keys will result in a charge of \$75 per lockset (handle and/or deadbolt).
4. Any holes in the wall, including pin holes. There is a no hole(s) in the wall policy for this unit. Please use appropriate hangers for pictures and other items hung on the wall.
5. Painting in excess of one (1) man hour. Landlord has allotted one (1) man hour for painting touch-ups in the unit at turnover time. Any painting time in excess of one (1) hour will be billed to Tenant as damage to the unit at the rate of \$55 per hour. If an entire room needs to be painted, the charge is \$250.00.
6. Tenants are expected to clean the unit completely, including the inside and outside of oven and fridge, stovetop, behind all appliances, inside cabinets and drawers, bathrooms, windows and floors. Tenants are expected to replace stove pans if they have been burned or otherwise damaged. Any cleaning required by Landlord is billed to Tenant at \$55 per hour. Failure to completely clean the unit upon move-out will result in damage charges billed to the Tenant and will be deducted from the security deposit.
7. Missing or damaged window screens will be billed at \$75.00 each.
8. Any scratched or damaged hardwood flooring not noted on the move-in inspection checklist will be billed at the rate charged by a professional repairperson.
9. The removal of any personal property left behind at the unit is charged at \$50.00 per item. Disposal fees for personal property, or garbage, left behind will be billed at the actual rate charged by the transfer station. Tenants shall not leave any furniture, electronics or any other unwanted items on the city greenbelt at any time. No furniture or electronics is allowed in the provided trash bins. Tenants must dispose of unwanted items on their own accord and at their own expense.

If there is more than one Tenant, the security deposit shall be returned when all Tenants under this lease have vacated and or/abandoned the dwelling unit. The initial inspection checklist signed by the Tenant(s) shall be used to determine the physical condition of the premises for the purpose of refunding any or all of the security deposit.

The Tenant agrees to reimburse the Landlord for any deductions from the security deposit by the Landlord during the term of this lease. The reimbursement shall occur within ten (10) days of receipt of notice from the Landlord. It is the intent of this provision that the Landlord shall have the security deposit of \$__0.00__ when the lease terminates or the Tenant vacates the dwelling.

Landlord shall notify Tenant of the application of the security deposit in writing fourteen (14) days from the date the Tenant vacated or abandoned the premises. The notice shall itemize any deductions from the security deposit. **Equal checks are sent to one location.**

The following designated person is the person who shall receive the security deposit checks at the address listed below and will be responsible to distribute them to any/all other Tenant(s) who have resided at the premises during this lease term:

Name: _____

Forwarding Address: _____

It is hereby understood by the Tenant, that it is the sole responsibility of the Tenant to make sure the Landlord/Property Manager always has an up-to-date forwarding address on file for the leased group throughout the entire lease term, for the return of the Tenant(s) security deposit. Failure to update Landlord/Property Manager of any changes regarding said designated person and/or forwarding address, will result in significant delays in the check(s) getting back to you. Note that if your check gets 'lost' in the mail, or sent to the address that you just moved out of because you failed to update management of any changes, the Landlord will NOT stop payment on the original check and re-issue a new check. It is understood by the Tenant(s) that once the original package sent by the Landlord is returned, which can take up to a month in some cases, the Landlord will then send the check to an alternate address. All security deposits are returned via certified mail and may NOT be used as last month's rent.

PLEASE INITIAL _____

5. **Utilities.** Tenants shall pay for the following expenses (X items only):

Sewer____ Hot Water____ Heat____ Gas____ Snow Removal____ Lawn Care____
Electricity____ City of Burlington Annual Fee \$110__X__ (property specific) (due June 1st)

All utilities must be in the Tenant's name by the day of occupancy or the start date of the lease term. It is advised that tenants contact the utility companies at least 2 weeks before move-in to arrange the switch over. The Landlord will pay cold water/sewer and normal household trash. The Landlord will not handle any move-in/move-out items such as boxes and furniture. There will be a substantial fee if the Landlord has to remove anything outside of normal household trash.

Please have a plunger on hand for the occasional clogged toilet. Drains will be tested during turnover by maintenance. Any clogs inside the unit, including but not limited to hair clogs, during this lease term are billable to Tenant. It is advised that tenants are proactive and protect the drains with an extra fine screen to collect hair and other things from clogging the drain. Clogged toilets caused by feminine products or any other item not for toilets will be unclogged and billed to Tenant.

Tenants agree to keep stairs, porches and sidewalks free and clear of snow.

Running water from leaks or toilets running without Tenant reporting it to maintenance when known in a reasonable amount of time will be billed to the Tenant for water consumption over normal average bill for six months.

Tenants are required to use a shower curtain to keep the water within the shower/tub walls during use. Any water damage due to water leaking from the shower/tub will be billed to Tenants.

Tenant agrees to notify the Landlord if a land line phone is established and the number. Tenant is required to keep current cell phone/ER numbers on file with Property Manager. If any changes in contact information are made, Tenant agrees to notify the Landlord/Property Manager immediately.

Plowing will only take place if/when all vehicles have been removed from the driveway. Plow service is provided between 4a and noon for 6 inches or more of fresh snow per storm. Vehicles will be subject to towing and/or Tenant will be billed for snow blowing due to vehicles blocking plow service. Tenant(s) are notified by email and/or text message of the intent to plow to have vehicles removed from the driveway for plow service. Salt buckets are provided by the Landlord/Property Manager for Tenant use on walkways and stairs. When empty, Tenant agrees to contact Landlord/Property Manager for a refill.

Tenant(s) are responsible for any phone jack repairs, cable repairs or installation fees pertaining to phone, cable and internet services.

Where thermostat is under control of the Tenant, the Tenant is responsible for maintaining a minimum temperature of 65 degrees in the unit during the winter months or in a cold weather period. Tenant must reimburse Landlord for any pipe freezing problems, subsequent repair and damages that may result if this policy is not specifically followed. **Tenants agree to contact the Property Manager if they will be out of town during the winter so that Management can check on the premises and ensure pipes are not frozen.**

6. **Municipal Assessments.** Landlord shall pay all municipal assessments with respect to the demised premises, except the City of Burlington Annual Fee, which the Tenant will be responsible for paying. Payment for that fee is due upon check-in.

7. **Alterations.** Tenant shall make no alterations, additions or improvements, including but not limited to painting, to the demised premises without the prior written consent of the Landlord/Property Manager. IF permission is granted to paint in the unit by the Landlord, the Tenant will be required to hire a professional painter of the Landlord's choice, and the Tenant will be responsible for setting up the painter, paying the painter to paint, and then paying the painter to repaint on or before move-out. All charges will be paid up front and directly to the painter. Should a Tenant paint without the written consent of the Landlord, the Tenant shall be charged a minimum of \$250.00 per room.

8. **Acceptance of Premises.** Tenant has inspected the leased premises, and Tenant's acceptance of possession of the leased premises is conclusive evidence of its receipt in good order and repair, in the condition as set forth on the inspection checklist. Upon termination of this lease, the Tenant shall thoroughly clean the premises and shall leave the premises and the improvements therein, in the same condition as at the commencement of this lease, reasonable wear and tear excepted.

9. **Subleasing or Change of Roommate.** Tenant shall not assign, mortgage, pledge or encumber this lease, or the demised premises, or sub-let the whole or any part of the demised premises without the Landlord's prior approval and written consent. Prior to accepting a sub-lessee or change of roommate, Landlord requires that each prospective sub-lessee submit a rental application, cosigner verification form, credit report and copy of ID or passport. Sub-lessee is also required to pay their own security deposit, payable to the Landlord, as part of the application process. Also, a non-refundable \$700 fee is required with tenant involvement in finding prospects, or a non-refundable \$1000 fee is required without any tenant involvement in that process, payable to JT's Real Estate Management and the sub-lessee must be approved by the Landlord's normal approval process. Tenants may not submit sub-leasing applications for more than 50% of the original Tenant's on the lease. Tenants shall not allow a sub-lessee or change of roommate to take occupancy until approved by the Landlord; the act of submitting an application and fee is not to be taken as approval or allowance of a sub-lessee. Landlord's acceptance shall not be unreasonably withheld. However, Landlord may deny sub-leasing under Landlord's normal criteria for tenant acceptance.

If Tenant accepts a sub-lessee or other additional roommate or change of roommate without the Landlord's approval and written consent, said acceptance shall be considered a substantial violation of this lease agreement creating a default. Landlord shall have the right to evict all Tenant's and occupants of the apartment due to this default, and the Tenant agrees to reimburse the Landlord for all costs related to the eviction process including but not limited to, legal fees, sheriff or other fees due to notice, and court fees. Landlord shall also have the right to immediately, retroactively to the beginning of said non-accepted occupancy, charge an additional rent equal to the monthly proportionate rent per legal tenant. In other words, if the monthly rent is \$600 for two legal occupants, there will be an additional charge of \$300 per

additional occupant per month. Landlord's instituting of the charge shall be for additional costs related to occupancy, including additional costs of eviction, and shall not constitute acceptance of additional occupants or waiver of Landlord's right to evict for this substantial violation.

Holding Over. If a 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. Lease automatically terminates at noon on the expiration date.

10. **Common Areas.** The sidewalk, entrance, halls, passages and 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 demised premises. Common areas shall be used equally by all tenants. The front porch is a common area and Tenants cannot use or store any indoor furniture on it at any time. Tenants agree that the basement is not to be used as storage of any kind and if items are found in the basement, Tenants understand that Management will lock off the basement and close down any laundry facilities.

Tenant shall park in the space, if any, designated by the Landlord. To apply for a parking permit, a parking permit application must be filled out and a picture of Tenants vehicle must be submitted to the Landlord/Property Manager for approval. If approved, a permit sticker and spot will be assigned. To apply for a permit, fill out the parking permit application located at <http://myburlingtonapartment.com/homestead.com/Parking-Permit.html>

No unauthorized, unregistered, inoperable or non-permitted vehicles can be parked at the residence nor stored on the property. Landlord shall have no liability to Tenant or the owner of the vehicle for any loss, cost, damage, or claims, associated with the removal or towing of a vehicle as permitted in this lease. Landlord shall have no liability to Tenant or the owner of the vehicle for damage due to theft, falling ice, snow removal or any other unforeseen occurrence. It is advised that Tenants not walk under or park under icicles hanging from the building. Tenant hereby authorizes Landlord, any vehicles parked at or stored on the premises which do not comply with this section, to be towed or otherwise removed from the premises, at the Tenants, or vehicle owners, sole expense. Parking at the Church St property is assigned 1 spot per unit for a small vehicle only. **Parking is not guaranteed and not part of your rental fee. NO VISITORS are allowed to park in any spaces.** It is further understood that your car will be required to be registered with the Landlord/Property Manager to be valid.

11. **Refuse.** **Tenants shall dispose of all garbage and refuse in a manner that the trash is contained and removed weekly. Tenants agree to comply with the City of Burlington's recycling program and leave it out weekly in the provided recycling bins at the curb for pickup. If it is determined that a unit is not recycling properly or at all, there will be 1 written warning**

given and then there will be a \$45 charge per occurrence thereafter. Tenant agrees that they will not store any kind of refuse on the porch if it is not contained in a recycling bin and they will immediately put trash in the provided container.

Any removal of furniture or any item outside of normal household trash placed in the garbage bins that are provided by the Landlord, will be billed to the Tenants at a minimum of \$50.00 per item, depending on the size of the item.

12. **Animals.** Animals are negotiable and must be approved by the Landlord/Property Manager. The Landlord/Property Manager has the right to decline any dog they see fit to. A \$250 pet deposit is required for each animal. A picture of the animal must be on file, as well as, a letter confirming each animal is up to date on all vaccines or other required shots. Tenants will be required to sign a copy of our Pet Policy Addendum also. Tenants understand that they will not be permitted to purchase, rescue or adopt a dog AFTER they have moved in to the unit. Tenants are permitted to have ONE dog living with them, if the animal is a previous pet of the Tenant for at least 6 months prior to moving into the unit, unless otherwise decided by Management or Landlord. All dogs must be listed on your renter's insurance policy. Dogs that are considered to be a violent or aggressive breed will not be permitted due to insurance stipulations. No venomous animals of any kind are permitted. Some caged animals are permitted with Managements approval.

13. **Tenant Obligations and Termination.** Tenants shall not create or contribute to the noncompliance of the apartment of applicable provisions of building, housing and health regulations, nor shall the Tenants do anything in or about the premises which might increase or cancel the insurance premiums or policy on the building. The Tenant shall not install additional or different locks or gates on any doors or windows of the unit without written consent from the Landlord. If the Landlord approves the Tenants request to install such locks, the Tenants agree to provide the Landlord with a key to each lock. Tenant shall keep off all roofs or porch tops at all times and shall not store items on top of them either. Tenants shall not use portable heaters of any kind in the leased premises. Tenant shall not place couches or any other indoor furniture on any porch. Tenants shall not place barbeque grills on or near any porch or the structure itself. All barbeque grills shall be placed in a backyard grass area. Cigarette butts shall be cleaned up at all times. Tenants understand that there will be fees incurred if the grounds need to be cleaned by maintenance. Tenant shall not lock bicycles to any part of the structure or any nearby trees. When this lease ends, the Tenants agree to return all keys the day of departure to the Landlord/Property Manager.

Tenant agrees they will NOT host any keg parties or parties that create a noise problem for the neighborhood. Tenant agrees they will not infringe on neighbors with loud noise or music. Tenant also agrees they will not host any underage drinking or drugging on the leased premises. Tenants shall conduct themselves, and require other persons on, in or around the premises with the Tenants consent, to conduct themselves, in a manner that will not disturb other Tenants or

neighbors peaceful enjoyment of the premises or surrounding premises. Tenants shall not permit themselves or permit others to conduct in illegal activities at the leased premises. If a problem arises due to excessive noise and parties creating an adverse environment for other Tenants and neighbors and defaces the Landlord's good name, the lease will be subject to immediate termination at the Tenants and Cosigners sole expense. Should the Landlord incur fines, fees, tickets, or other charges or costs due to the actions of the Tenants or their guest(s), Tenant shall reimburse Landlord for said charges plus an administrative fee of \$50.00 for each occurrence. Said charges shall be due and payable immediately upon receipt of a billing statement from the Landlord. 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 other person to do so. **Tenants agree to never remove the smoke detectors for any reason, and understand that such acts will be reported to the fire department and code enforcement, and fines and fees will be incurred by the Tenant.** Tenant agrees that the basement and garage are not part of the premises being leased; therefore Tenants have no reason to be in those areas.

If the Tenant acts in violation of this Lease Agreement, the Landlord shall be entitled to recover from the Tenant, damages, costs, and expenses, including the re-rental leasing fee equal to one month's rent for advertising and re-renting the premises. It is further understood that the Tenant shall incur this fee even if a new Tenant is found. If 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(s) reasonable attorney's fees incurred. Furthermore, said violation shall be grounds for termination of the lease and commencement of an action for removal. It is further understood that if early termination occurs, the Tenant shall always vacate the premises by the 24th of the rental period and be responsible for the rent until such time that it is re-rented.

14. **Repairs and Maintenance.** Landlord shall be responsible for all repairs and maintenance with respect to the premises except such repairs that are caused by the negligent or deliberate act or omission of the Tenant(s) or a person on the premises with the Tenants consent. Those repairs and maintenance which are the obligation of the Tenant shall be performed by the Tenant immediately upon demand of the Landlord. If the repairs and maintenance which are the obligation of the Tenant are performed by the Landlord, the cost of such repairs and maintenance shall be paid by the Tenant in full on the next rental payment date hereunder as additional rental.

15. **Waiver.** A waiver by the Landlord of any default on the part of the Tenant shall not be considered or treated as a waiver of any subsequent or other default.

16. **Access.** The Landlord may enter the apartment with the Tenants consent, which consent shall not be unreasonably withheld.

The Landlord may enter the apartment for the following purposes between the hours of 9:00 a.m. and 9:00 p.m. but not on less than 48 hrs notice, unless special consent is provided by the Tenant: 1) when necessary to inspect the premises; 2) to make necessary or agreed upon repairs, alterations or improvements; 3) to supply agreed services; or 4) to exhibit the dwelling to prospective or actual purchasers, mortgagees, Tenants, workers or contractors.

The Landlord may only enter the apartment without due notice or consent when the Landlord has reasonable belief that there is imminent danger to any person or to property.

17. **Hold Harmless.** The Landlord shall not be liable to and the Tenant shall hold the Landlord harmless and indemnify the Landlord from injury or damage to persons or property occurring in 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.
18. **Tenant's Personal Property.** The Tenants are responsible to EACH have a renter's insurance policy in place which includes a minimum of \$300,000.00 in personal liability coverage, before they will be allowed to move in to the unit. A copy of the declarations page from the policy must be provided to the Landlord/Property Manager before any keys are issued and the policy must be in place and active during the entire lease term. Cancellation of the policy before the end of the lease shall be considered a substantial breach of this agreement and a policy will be taken out and paid for by the Landlord and reimbursement by the Tenants and Cosigners will be expected. List Dan and Holly Trahan as the LESSOR with the rental address as part of the policy.

Landlord is not responsible for loss of or damage to Tenant's personal property during the lease term. Landlord shall have no liability to the Tenant, and the 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 discarded by the Landlord, and the Landlord may dispose of the personal property without liability and at the Tenants sole expense.

19. **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.
20. **Delivery of Possession.** The Landlord's obligation to deliver possession of the apartment is contingent upon the current occupant of the apartment vacating the apartment and moving all of their personal belongings and property from the apartment. The parties acknowledge that failure of the current occupant to deliver possession will cancel this lease, and all deposit money and prepaid rent shall be returned.

21. **Joint and Several Liability.** All Tenants and their Cosigners hereunder are jointly and severally liable for the performance of all the obligations hereunder. Furthermore, this agreement shall be binding upon heirs, assigns and legal representatives of the Landlord and Tenant hereunder.

_____ PLEASE INITIAL

22. **Partial Invalidity.** If any term or provision of this lease is held invalid or unenforceable, said invalidity shall not affect the remainder of this lease which shall remain valid and enforceable to the fullest extent.

23. **Laundry.** Tenants understand that use of the laundry room is NOT to be considered part of your rent. If there is a laundry room available at the location being leased, Tenants acknowledge that the Landlord is not responsible for any Tenant using the laundry room, nor will the Landlord be responsible for any damage to the Tenants personal belongings. The laundry room is a convenience to the Tenant; therefore, if a machine breaks down, it will be fixed at the Landlords convenience only and the Landlord will not be responsible for reimbursement for washing and drying or for your inconvenience. If laundry is available, each Tenant will be issued a key in good faith that the Tenant will keep the laundry room door locked at all times, shut off all lights upon leaving the laundry room and be respectful of other Tenants in the building wanting to access the washer and/or dryer. Tenants will not leave clothes in the machines and Tenants agree to remove the lint from the dryer after each load. Furthermore, it is understood that if a Tenant loses the issued laundry room key, or it is not returned upon move-out, there will be a \$20.00 charge, per key.

_____ PLEASE INITIAL

24. **Cleanliness of Leased Premises.** Tenants agree to keep the apartment in a clean and sanitary condition throughout the entire lease term, and especially during showings. Tenants understand and agree that the Landlord has the right to hire a cleaning service to come in and clean at the Tenants sole expense, if it is not kept in a clean and sanitary condition. All units are subject to periodic inspections to ensure an acceptable condition of the unit and if it is deemed to be in an unclean or unsanitary condition, the Landlord will give the Tenants three (3) business days to clean and will set up a re-inspection appointment to verify its condition. If, at that time the unit is still not clean and in a sanitary condition, the Landlord will then hire a cleaning service at the Tenants sole expense.

_____ PLEASE INITIAL

25. **Showings Stipulation.** Tenants understand that the property management company will ask all Tenants via email, if they are deemed in good standing with the Landlord, if they would like to renew their lease, for the next lease term, in mid August, each year. Tenants will have one week (7 days) from the day the official email is sent, to let the management company know whether they plan to renew or not. If no response is received within that 7 days, it will be assumed that the Tenant does not want to renew, and management will start showing the unit with proper due notice. If a Tenant decides they want to renew after the deadline, it is understood that that decision will be subject to approval by the Landlord/Property Manager. Furthermore, rent increases are done at the Landlords discretion and will be enforced by the Property Manager, regardless of whether Tenant is renewing a lease or not. It must also be understood by the Tenant, that the management company will show the units UP TO 6 days a week, excluding Sundays, until the unit is rented. Showings will be done between the hours of 10:00 a.m. and 7:30 p.m. on specified days and start September 1st. Tenants will be required to keep their unit clean during showings so as to ensure the best possible chance to re-rent the unit quickly. If the condition of an apartment is interfering with renting the unit, there will be cleaning fees associated at the Tenant's sole expense. Tenants will receive a weekly email from the Property Manager with the intended showing days and times that will be offered for the following week. That email is to be considered the Tenants official 48 hr due notice of our intention to enter the unit during the specified days and times stated in the weekly email. A text message is also sent to each Tenant when a confirmed showing has been scheduled of their apartment. The text message is only to be considered a courtesy from the Property Manager and not a requirement on the part of the Landlord/Property Manager, as the official due notice is understood to be the weekly email.

_____ PLEASE INITIAL

This entire lease has been read and I fully understand what I am signing. Also by signing below, I agree to any additional addendums/information listed on our website under the Register link:

Tenant Printed Name:

Signature: _____ Dated: _____

Cell #: _____ Email: _____

Tenant Printed Name:

Signature: _____ Dated: _____

Cell #: _____ Email: _____

Tenant Printed Name:

Signature: _____ Dated: _____

Cell #: _____ Email: _____

Tenant Printed Name:

Signature: _____ Dated: _____

Cell #: _____ Email: _____

Tenant Printed Name:

Signature: _____ Dated: _____

Cell #: _____ Email: _____

Cosigner: Cosigner hereby guarantees Tenant's performance of all financial obligations in this lease, and the Cosigner shall be liable to the Landlord for all damages, court costs, sheriff's fees, attorney's fees incurred by the Landlord in securing the Landlord's rights and remedies under this lease and VT State law.

Cosigner Printed Name:

Cosigner Signature: _____ Dated: _____

Address: _____

Cell #: _____ Email: _____

Cosigner Printed Name:

Cosigner Signature: _____ Dated: _____

Address: _____

Cell #: _____ Email: _____

Cosigner Printed Name:

Cosigner Signature: _____ Dated: _____

Address: _____

Cell #: _____ Email: _____

Cosigner Printed Name:

Cosigner Signature: _____ Dated: _____

Address: _____

Cell #: _____ Email: _____

Cosigner Printed Name:

Cosigner Signature: _____ Dated: _____

Address: _____

Cell #: _____ Email: _____

Landlord: _____

Landlord Signature: _____ Dated: _____

Annual Billing Statement

Name

Unit Address

Burlington, VT 05401

Total Amount Due by Tenant(s) - \$__0.00__

Annual City of Burlington Fee \$110.00 Installment Due: June 1, 20__

June 1, 20__ Installment Due \$__0.00__

July 1, 20__ Installment Due \$__0.00__

August 1, 20__ Installment Due \$__0.00__

September 1, 20__ Installment Due \$__0.00__

October 1, 20__ Installment Due \$__0.00__

November 1, 20__ Installment Due \$__0.00__

December 1, 20__ Installment Due \$__0.00__

January 1, 20__ Installment Due \$__0.00__

February 1, 20__ Installment Due \$__0.00__

March 1, 20__ Installment Due \$__0.00__

April 1, 20__ Installment Due \$__0.00__

May 1, 20__ Installment Due \$__0.00__

Tenants understand that the total amount due on the lease is \$__0.00__. Rental payments are due on the 1st day of each month with the installments listed above. The annual City of Burlington inspection fee is to be paid by June 1, 20__. Tenants also understand that the last month is to be paid in full (not prorated) and that the security deposit may not be used for last month's rent. Furthermore, Tenants understand that they will be required to vacate the leased premises on May 24, 20__ by NOON.

Signed: _____

Dated: _____

Unit Address – Last Name



REAL ESTATE MANAGEMENT 70 S. WINOOSKI AVE - #283

802-552-RENT BURLINGTON, VT 05401

www.MyBurlingtonApartment.com

Lease addendum regarding credit card authorization:

The following is an addendum between Tenant, _____, Cosigner, _____, and Landlord, _____, who entered into a lease agreement from June 1, 20 to May 24, 20, for the following premises: _____.

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

In any month, in the event that more than 5 days have elapsed since rent on the above premises became due, the Landlord may charge the following credit/debit card, via your RentTrack account, as set out below, for any amount still due and owing in that month.

Credit/Debit Card Details:

Card type: MC VISA DISCOVER

Card number: _____

Expiration Date (mm/yyyy): ____/____

Three-digit security code: _____

Zip code associated with card: _____

Name on card: _____

Landlord undertakes to keep this information securely in a locked filing cabinet, and charge the above card ONLY in the event that monthly rent is overdue as specified above, and ONLY for the amount that is overdue in each month.

This authorization may be revoked by the Tenant/Cosigner in writing at any time.

Cardholder Signature: _____ **Date:** _____

Landlord: _____ **Date:** _____