

## LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made and entered into this \_\_\_\_\_ day of month/year between \_\_\_\_\_ individually and collectively referred to as "Tenant" and \_\_\_\_\_ hereinafter referred to as "Landlord".

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord certain Leased Premises that are hereafter described;

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

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

Landlord recommends that Tenant obtain a copy of the informational handbook titled "Renting in Vermont" in order to avoid some of the common problems that occur between landlords and tenants and to help explain legal rights. This handbook can be obtained by calling Vermont Tenants, Inc. at (802) 864-0099, by writing to Vermont Tenants, Inc. at P.O. Box 1603, Burlington, Vermont 05402, or by downloading an online version at [http://www.cvoeo.org/htm/Housing/tenants/Renting\\_in\\_VT.html](http://www.cvoeo.org/htm/Housing/tenants/Renting_in_VT.html)

Now Therefore; in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1) LEASED PREMISES. Landlord hereby leases to Tenant certain real property located at \_\_\_\_\_ **Burlington, Vermont** and which is sometimes referred to herein as the "Leased Premises". Unless indicated otherwise in

writing, the Leased Premises shall be used only as a personal residence. Only the person or persons who have executed this Lease as Tenant shall be considered as tenants hereunder. No other persons may reside at the Leased Premises.

2) **TERM** This lease shall be for the term of 12 months commencing on **June 1, 2013 AT 12 NOON AND ENDING May 26<sup>th</sup> 2014 at 12 NOON.**

3) **RENT** Tenant shall pay to Landlord as rent for the term of this Lease \$ \_\_\_\_\_ U.S. per month payable in advance on or before the first of each month. The rent shall be payable via electronic ACH transfer to the account of Landlord on or before the first of each month. (Landlord agrees to allow direct deposit into Landlord's checking account – form to be completed separately). Rent is payable without demand or notice. Rents received after the first day of each month will be subject to a per day late fee equal to the greater of \$25 per day or the per diem interest charged to Landlord on the portion of the mortgage loan applicable to the Leased Premises leased hereunder. For example, if the Leased Premises leased hereunder consist of one half of the square footage of the building owned by Landlord, then Tenant shall pay a per day late fee equal to the greater of \$25 per day or one half of the per diem interest on any mortgage charged to Landlord on the real property of which the Leased Premises leased hereunder are a part. Late fees will apply to any returned rent check. In addition to the foregoing, in the event that the entire rent hereunder is not paid on or before the first day of each month then the person or persons comprising Tenant hereunder shall be reported to any and all applicable credit reporting services.

4) **SECURITY DEPOSIT** Landlord hereby acknowledges the receipt from Tenant of \$ \_\_\_\_\_ U.S. as a security deposit for both the entire Leased Premises and for a Television (in the event that a Television is leased by separate addendum) with a diagonal measure of \_\_\_\_\_ inches ("Television") which Television Landlord agrees to lease to Tenant under the terms of Addendum to Lease Agreement attached. The security deposit shall secure the performance of Tenant's obligation to pay rent, unpaid utility bills owed by Tenant, expenses due to damage beyond normal wear and tear of both the Leased Premises and the Television and the expenses resulting from removal of belongings left behind by Tenant after termination of the tenancy. Landlord may retain all or a portion of the security deposit for 1) nonpayment of rent, 2) damage to both the real and personal property of Landlord unless the damage is the result of normal wear and tear, 3) nonpayment of utility or other charges which Tenant is required to pay directly to Landlord or to a utility, and 4) expenses required to remove from the apartment articles abandoned by Tenant, 5) charges incurred for cleaning the apartment, if Tenant does leave the apartment clean and in move-in condition. As used herein, the term "normal wear and tear" shall mean the deterioration which occurs, based upon the reasonable use for which the dwelling unit is intended, without negligence, carelessness, accident or abuse of the Leased Premises or Television or other supplied equipment or appliances by Tenant or members of household or Tenant's invitees or guests.

If Tenant consists of more than one person, the security deposit shall be returned when each of the persons executing this Lease as Tenant have vacated the apartment and met all obligations of the lease. The security deposit is not to be applied against the last month's rent. Accordingly, in the event that Tenant does not pay the entire last month's

rent on or before the first day of that month, then the person or persons comprising Tenant hereunder shall be reported to any and all applicable credit reporting services.

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

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

**5) UTILITIES** Tenant shall pay for all utilities with respect to the Leased Premises including, but not limited to, gas, electricity, telephone, cable television, and internet access. Landlord strongly recommends that Tenant contact Vermont Gas, Burlington Electric and the telephone company at least thirty (30) days prior to tenancy.

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

7) ALTERATIONS Tenant shall make no alterations, additions, or improvements (including painting) to the interior or exterior of the Leased Premises without the prior written approval of Landlord. In the event that Tenant makes any such alterations, additions or improvements, then, in addition to any other remedies of Landlord hereunder, Landlord shall be entitled to, without notice to Tenant and at Tenant's expense, remove such alterations, additions, or improvements and restore the Leased Premises to their original condition.

8) ACCEPTANCE OF LEASED PREMISES Tenant has inspected the Leased Premises and Tenant's acceptance or possession of the Leased Premises is conclusive evidence of receipt of them in good order and repair. Upon the termination of this Lease, Tenant shall thoroughly clean the Leased Premises and shall leave the Leased Premises and the improvements therein, in the same or better condition as at the commencement of this lease, reasonable wear and tear, (as that term is defined herein), excepted.

9) ASSIGNMENT AND SUBLEASING Tenant shall not assign, mortgage, pledge, or encumber this lease, the Leased Premises, or sublet the whole or any part of the Leased Premises without Landlord's prior approval. Tenant may not sublet the

Leased Premises for the summer. On a case-by-case basis, semester-abroad experiences are supported by sublet approval as outlined in our *Frequently Asked Questions* that may be found on-line at: [www.champlainapartments.com](http://www.champlainapartments.com).

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

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

12) **REFUSE** The appearance of Tenant's Leased Premises is of paramount importance. Accordingly, Tenant agrees to keep the Leased Premises clean and free of all garbage or refuse and to prevent any refuse or garbage from being windblown. Tenant shall dispose of all garbage and refuse in such a manner and at such times as Landlord shall direct. Cost of normal refuse removal for ordinary household needs of Tenant is paid by Landlord. In the event that Tenant has any extraordinary refuse or garbage removal needs you may call any such service listed in the Yellow Pages under Garbage Removal for removal at Tenant's sole expense. In the event that, in the sole opinion of Landlord, the Leased Premises are not being kept adequately free of extraordinary garbage and refuse, then Landlord may, in addition to any other remedies hereunder, without notice to Tenant arrange for the removal of such refuse or debris at Tenant's sole expense. Tenant will abide by Burlington City Recycling Ordinances and will be responsible for any fines due to non-compliance. Recycling questions can be answered by calling 865-7262.

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

14) **TENANT OBLIGATIONS & TERMINATION** Tenant shall not create or contribute to the noncompliance of the apartment with applicable provisions of building, housing, or health regulations. Nor shall Tenant do anything in or about the Leased Premises which might cause a safety or health risk or might increase the insurance premiums on the building. Tenant shall not disable, modify or tamper with any equipment or appliance provided by Landlord, including, but not limited to, smoke detectors, carbon monoxide detectors, fire extinguishers, stoves or refrigerators.

Tenant shall not install additional or different locks or gates on any doors or windows of the Leased Premises without the written permission of Landlord. When this lease ends, Tenant agrees to return all keys to the Leased Premises (including any keys to common areas) to Landlord. Landlord may charge Tenant \$90.00 if the key(s) are not returned to Landlord or if the lock and keys must be replaced by Landlord. Tenant agrees that \_\_\_\_\_ keys have been provided to Tenant for the apartment, along with a mail key and exterior door building key where applicable.

Tenant shall conduct him/herself and require other persons at the Leased Premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors. Tenant shall not conduct him/herself or permit others to conduct themselves in any illegal activity at the Leased Premises.

Tenant shall not deliberately or negligently destroy, deface, damage, or remove any part of the Leased Premises or its fixtures, mechanical systems, or furnishings or deliberately or negligently permit any person to do so.

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

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

15) REPAIRS & MAINTENANCE Landlord shall be responsible for all repairs and maintenance with respect to the Leased Premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of Tenant or a person on the Leased Premises with Tenant's consent. Those repairs and maintenance which are the responsibility of Tenant shall be performed by Tenant immediately upon demand of Landlord. Whether such repairs and maintenance are performed by Tenant or Landlord, the cost of such repairs and maintenance shall be paid by Tenant forthwith as additional rent.

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

17) ACCESS Landlord may enter the apartment with Tenant's consent, which consent can not be unreasonably withheld.

Landlord may enter the apartment for the following purposes between the hours of 9:00 am and 9:00 pm but on not less than 48 hours notice: 1) when necessary to inspect the Leased Premises; 2) to make necessary or agreed repairs, alterations or improvements; 3) to supply agreed services; and 4) to speak with Tenant, workers, or contractors.

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

18) HOLD HARMLESS Landlord shall not be liable for and Tenant shall hold Landlord harmless and indemnify Landlord from injury or damage to persons or property occurring on or about the Leased Premises, unless caused by or resulting from the negligence of Landlord or any of Landlord's agents, servants, or employees. Tenant shall further hold Landlord harmless and indemnify Landlord from injury or damage to persons or property occurring on or about the Leased Premises as a result of any violation by Tenant or any invitee of Tenant of the terms of this Lease Agreement including, but

not limited to, any violation by Tenant of any clause prohibiting any action or omission of Tenant set forth herein. Landlord shall not be liable for and Tenant shall hold Landlord harmless and indemnify Landlord from all costs, expenses or damages (including attorneys fees and court costs) arising out of any occurrence of pests, including but not limited to bedbugs, which originate in any furniture, furnishings, bedding, clothing or other personal property in the Leased Premises. This indemnification of Landlord extends to all costs, expenses or damages arising out of any occurrence of such pests in other areas of the same building as the Leased Premises if said costs, expenses or damages can be connected to pests originating from the Leased Premises.

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

Landlord has insurance on the Leased Premises. However, this insurance does not cover a Tenant's personal belongings. **Renter's insurance or "content of apartment" insurance is strongly recommended by Landlord.** Such insurance is inexpensive and usually covers vandalism, theft, fire and water damage. Landlord encourages you to shop around for a policy that suits your budget and your needs as terms and premiums may vary. Such insurance can be obtained by calling Hickok & Boardman Insurance at (802) 658-3500 or any other insurance agency listed in the Yellow Pages under Insurance.

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

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

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

Tenant further agrees to notify the following agencies immediately in the event of any problem related to the Leased Premises that may endanger property, cause injury to persons or endanger human life:

Burlington Police Department:	For Emergencies:	911
	For all other purposes:	658-2704
Burlington Fire Department:	For Emergencies:	911
	For other purposes:	864-4554

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

Vermont Gas Systems, Inc.:	863-4511
If no answer or if telephone is busy call:	800 639-8081

22) **TENANT PARKING** One parking space is included with the apartment. The tenants agree to clear the drive way of cars when asked by landlord/association for necessary work or snow removal Landlord is not responsible for any damage from ice falling from roof. There shall be no parking on any green space or any area not specifically designated by Landlord for parking. In the event of violation of this provision by Tenant, in addition to any other remedies in this Lease, the Landlord may cause the offending vehicle to be towed at the owner's expense without any notice whatsoever. Tenant further agrees to be solely responsible for any fines which may accrue to any party as a result of the violation by Tenant or any invitee of Tenant of any Burlington City Ordinance related to parking.

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

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

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

26) **PARTIES** Parties are prohibited on the Leased Premises. All drinking games, including, but not limited to, Beirut, Pong, Quarters, are prohibited. "Party" in the singular is defined as any gathering on or about the Leased Premises comprised of more than double the number of Tenants set forth in this lease agreement. Kegs of beer in the

Leased Premises are prohibited. Loud music or noise which disturbs the neighbors in the building or in the neighborhood is prohibited. Any party must be approved in advance in writing by Landlord. If the prohibition of parties or kegs is violated, in addition to any other remedies provide in this Lease, it shall be grounds for eviction and permanently vacating the Leased Premises upon 30 days notice.

27) LEAD PAINT LAWS There are both Federal and State of Vermont laws dealing with lead paint hazards in older buildings. If there are children under the age of seven (7) years residing in or visiting the Leased Premises, please be aware that there is a possibility that there was lead paint used in these Leased Premises and proper education and supervision should be employed. Tenant should contact the Vermont Department of Health if Tenant has any questions on this subject. Landlord's responsibility is to maintain the property in prescribed ways to minimize that hazard. Tenant's responsibility is to notify Landlord in writing if they notice any flaking or missing paint so that area may be examined.

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

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

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

Tenant shall appropriately maintain Leased Premises by not allowing the accumulation of trash, recycling, dirty dishes, food items, and other clutter that could be hazardous from a fire and safety standpoint or could attract pests and rodents. Additionally, the expectation is that the Tenant will keep the Leased Premises clean by periodically cleaning all rooms to include all surfaces—counters and vanities, floors, appliances, sinks, tubs, and toilets.

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

Tenant shall not store any flammable or otherwise hazardous material anywhere on the Leased Premises.



Tenant shall, at all times, maintain a heating thermostat setting in the Leased Premises at a level sufficient to prevent freezing of water pipes and equipment regardless of whether Tenant or Landlord supplies the heat.

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

Tenant shall not place any barbecue grill on any porch or entrance to the Leased Premises or Common Areas.

Tenant shall park only in areas designated by Landlord.

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

Tenant shall not allow kegs of beer on the Leased Premises.

There shall be no consumption of alcohol on the Leased Premises by those not of legal age to drink. All drinking games are prohibited.

There shall be no illegal drugs allowed on the Leased Premises.

Tenant shall adhere to the **Hill Gardens Condominium Association Rules and Regulations.**

**Tenant will respect and adhere to the City of Burlington Noise Ordinance ([www.ci.burlington.vt.us/codeenforcement/noisepollution/](http://www.ci.burlington.vt.us/codeenforcement/noisepollution/)) and will not use subwoofers or other loud bass stereo equipment.**

As a condition to taking possession, Tenant agrees that occupancy of the Leased Premises shall be limited at all times to no more than one person per bedroom and there shall be no more than one bed per bedroom in the unit. Enforcement of this Policy shall be as follows: Violation of the foregoing policy shall result in termination of tenancy for all occupants and Tenants shall be subject to immediate eviction.

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

30) SMOKE & CARBON DIOXIDE DETECTORS/SPRINKLERS Tenant has inspected Leased Premises and there is a fully functioning smoke detector and carbon dioxide detector in each room of the Leased Premises including, but not limited to, a fully functioning smoke detector and carbon dioxide detector in each bedroom, the kitchen, the basement and all living areas of the Leased Premises.

Tenant shall refrain from taking any action in or about the Leased Premises which might cause a safety or health risk or might increase the insurance premiums related to

the Leased Premises. Tenant further understands that Landlord has provided a sprinkler system for the safety of Tenant. Tenant covenants and agrees that Tenant shall not tamper with the sprinkler system or any component thereof, including, but not limited to, any sprinkler head, in any way as tampering will cause substantial damage to the Leased Premises and the contents of the Leased Premises. In particular, Tenant shall not disable, modify or tamper with any equipment or appliance provided by Landlord, including, but not limited to, smoke detectors, carbon monoxide detectors, sprinkler system, sprinkler head, fire extinguishers, stoves, washers, dryers, furnaces, hot water heaters or refrigerators.

Tenant shall notify Landlord immediately in the event that any of them shall become aware of any condition or situation which is likely to cause harm to property or any individual including, but not limited to, notification of any potential defect or malfunction of any equipment or appliance located in or about the Leased Premises, including, but not limited to, smoke detectors, sprinkler system, carbon monoxide detectors, fire extinguishers, stoves, washers, dryers, furnace, hot water heater or refrigerators.

Tenant hereby jointly and severally indemnifies and holds Landlord harmless of and from all suits, damages and causes of action, including attorneys fees, which may be incurred by Landlord as a result of a breach of any representation, warranty, covenant or agreement contained herein of in Tenant’s Lease of the Leased Premises, whether such breach shall be as a result of any act or omission of Tenant or any invitee of Tenant.

Dated at Burlington, Vermont this \_\_\_\_\_ day of month/year.

\_\_\_\_\_  
Tenant:  
Cell:  
Email:

\_\_\_\_\_  
Tenant:  
Cell:  
Email:

\_\_\_\_\_  
Landlord:

**Guarantor:**

Guarantor guarantees that Tenant will comply with all the terms of the lease agreement. Guarantor guarantees the punctual payment by Tenant of rent and other charges imposed by the lease agreement between the Tenant and Landlord, and the performance by Tenant of all other terms and conditions of the lease agreement. I, the Guarantor, understand that the Landlord or its agent may request a Consumer Credit Report, on the Guarantor, one time prior to the onset of the lease and hereby give permission to the Landlord or its agent to request a Consumer Credit Report from a/the credit bureau(s). All credit and personal information will remain confidential.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

Parent Name: \_\_\_\_\_

Parent Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Cell: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

### **SMOKE/CARBON MONOXIDE DETECTOR ADDENDUM**

Notice: THIS DOCUMENT PLACES A DUTY UPON TENANT TO REGULARLY TEST THE SMOKE/CARBON MONOXIDE DETECTOR(S) AND REPORT ALL MALFUNCTIONS TO LANDLORD IN WRITING.

This addendum dated month/day/year will become part of the original lease agreement dated month/day/year between \_\_\_\_\_, hereinafter referred to as "Landlord" and \_\_\_\_\_, individually and collectively referred to as "Tenant", for the residence located at \_\_\_\_\_ in **Burlington, Vermont**.

1. SMOKE/CARBON MONOXIDE DETECTOR: Tenant acknowledges that as of this date, the residence is equipped with one or more smoke/carbon monoxide detectors; That Tenant has inspected the smoke/carbon monoxide detectors(s); and that Tenant finds it/them to be in proper working condition.
2. REPAIR: Tenant agrees that it is Tenant's duty to test and clean the smoke/carbon monoxide detector(s) on a monthly basis and Tenant agrees to notify Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke/carbon monoxide detector(s).
3. MAINTENANCE:
  - A. Tenant agrees to replace the smoke/carbon monoxide detector(s) battery, if any, at anytime the existing battery becomes unserviceable.
  - B. If after replacing the battery, the smoke/carbon monoxide detector will not operate, Tenant must immediately inform Landlord of this fact.
4. REPLACEMENT: Tenant agrees to reimburse Landlord for the cost of a new smoke/carbon monoxide detector and the installation thereof in the event the existing smoke/ carbon monoxide

detector(s) becomes damaged by Tenant or Tenant's guests or invitees.

5. **DISCLAIMER:** Tenant shall indemnify and hold Landlord harmless from any loss, cost, damage or injuries to persons or property caused by (1) Tenant's failure to regularly test the smoke/carbon monoxide detector(s); (2) Tenant's failure to notify Landlord of any problem, defect, malfunction or failure of the smoke/carbon monoxide detector(s); (3) theft of the smoke/carbon monoxide detector(s) or removal of its/their battery/batteries; (4) Tenant's failure to comply with the terms of this addendum.
6. **ENTIRE AGREEMENT:** The parties acknowledge that this addendum is the entire agreement of Tenant and Landlord relative to the smoke/carbon monoxide detector(s) in the above referenced residence.
7. **TERM:** The term of this addendum shall be for the same term as the lease agreement between the parties, or the period during which Tenant occupies the Leased Premises, whichever is longer.
8. **ACKNOWLEDGEMENT:** Tenant acknowledges that Tenant has read this addendum and acknowledges that it places duty upon Tenant to regularly test the smoke/carbon monoxide detector(s) and report all malfunctions of the same to Landlord in writing.
9. **VALIDITY:** If any term of this addendum shall be illegal or unenforceable, the remaining terms or provisions hereof shall remain in full force and effect.

Dated at Burlington, Vermont this \_\_\_\_\_ day of month/year.

\_\_\_\_\_  
Tenant:  
Cell:  
Email:

\_\_\_\_\_  
Tenant:  
Cell:  
Email:

\_\_\_\_\_  
Landlord

**HILL GARDENS ASSOCIATION, INC.**  
**RULES**

General :

1. Each unit shall be used for residential purposes and shall be occupied by no more than four (4) persons.
2. Each unit is designated one (1) parking space. Parking in a fire lane is strictly prohibited and is subject to towing at the vehicle owner's expense. In addition, driving and parking on the lawn is prohibited.
3. Common areas including but not limited to, halls, laundry rooms, walks and lawns shall not be used for storage of rubbish or personal property. Common areas shall not be used for sales or gatherings and, in addition, shall always be used with the consideration of other residents in mind; this includes but is not limited to, no skateboarding and skiing and/or snowboarding.
4. All doors, including entry, and basement doors, must be kept closed and locked at ALL times and shall not be propped open; this is to conform to the fire safety codes. Garage doors shall also be kept closed to keep building pipes from freezing. Should any door, including garage doors be found to be open or propped and a single unit cannot be determined, all those units in that tower or building will be fined \$ 25 . 00 . In the event a single unit can be determined that unit will be fined \$ 75 . 00 .
5. There will be nothing attached to outside windows, unit doors, exterior door, hallways or hallway doors, with the exception of management building,

zoning and fire permit notices. Window dressings, if used, must be of appropriate nature.

6. Balconies may not be used for personal storage and only seasonal appropriate furniture is allowed. Personal storage includes but is not limited to bicycles, unapproved furniture, trash or recycling.

7. Barbecues are prohibited from being on balconies in accordance with Burlington fire and safety codes, nor are they allowed to be stored on common areas.

8. The City noise ordinance applies 24 hours a day. Unreasonable noise is prohibited. Noise from parties and social gatherings have special regulations. Penalties apply for noise violations including from parties and social gatherings. Should a unit be in violation of the City noise ordinance, they are also subject to a fine by the Association. Complete noise pollution regulations can be found via [www.ci.burlington.vt.us/codeenforcement/noisepollution](http://www.ci.burlington.vt.us/codeenforcement/noisepollution).

9. Any cost of damage resulting from either a party or disturbance will be billed to that individual unit when either a complaint by one or more individuals or a police report verifies that said party was held in that unit. Otherwise, all units in that hallway will be assessed equally for the damage resulting.

10. No dogs are allowed on association grounds (this includes visiting). Residents found to have a dog will be fined through the owner of the unit, and assessed \$75.00 per week until removed.

11. There shall be no portable or supplemental space heaters.

12. If provided, property stored in storage unit is at your own risk. The association does not accept any responsibility for theft or damage to this property under any circumstances. In addition, at no time can flammable items be stored, i.e. grills, propane tanks, oil gas, etc.

13. Garbage dumpsters are for normal household trash only. At no time are larger items or construction debris allowed to be dumped in the garbage dumpsters. Each year in late May to early June the Association will bring in roll off containers in the place of the normal dumpsters to dispose of the larger items, primarily due to move outs. These roll offs are for the sole use of Hill Gardens residents only, violators will be prosecuted to the fullest extent of the law.

Winter:

1. After either a snow storm of more than four (4) inches or when posted or when notified by email, vehicles are to be removed from their parking space associated with Hill Gardens between the hours of 10:00 am and 4:00 pm to allow for the parking lots to be cleaned out. Any vehicles not removed during these times will be towed at vehicle owner's expense.

**The association will levy a \$75.00 fine for each violation of the above rules. No warnings will be given. Failure to pay fines may result in a lien placed on the property.**

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Tenant:

\_\_\_\_\_  
Date

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Tenant

\_\_\_\_\_  
Date