

GREEN MOUNTAIN REAL ESTATE
AGREEMENT OF LEASE

**THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD LEGAL
OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.**

This Agreement of Lease, made between **Green Mountain Real Estate (www.rentinvt.com/Chris C. Khamnei), Burlington, VT** (hereinafter referred to as the **LANDLORD**), and **Tenant #1, Tenant #2** (hereinafter referred to as the **TENANT(S)**), jointly and in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

PREMISES: The landlord hereby leases to the Tenant the apartment **395 College Street #2**, Burlington, VT 05401. Unless indicated otherwise, the premises shall be used as personal, private residence, and not otherwise. No one, other than the Tenant and Tenant's children, shall be permitted to occupy the premises without the prior written consent of the Landlord. This apartment comes with **3** off-street parking spot.

1. **TERM:** This lease is to be for a term of **1 year (12 months)** beginning on **June 1st, 2016 and ending on May 29, 2017 at noon**. Landlord may, at any time and without notice, assign this Agreement and, in so doing, shall transfer to Assignee all rights and powers contained herein. **No less than 2 full rental periods prior to the end of term** (a "rental period" runs from the first day of a calendar month to the last day of a calendar month), Tenant shall be required to give to Landlord a **notice in writing** as to the Tenant's decision to vacate premises at termination of the original lease term or to request an extension or renewal of said lease. Any request by Tenant to extend a lease as a month-to-month tenancy will be subject to the Landlord's written consent. If Tenant fails to give any notice under this provision, it will constitute a decision by the Tenant to request a extension of the lease on a month-to-month basis, subject to Landlord's approval. If Tenant should hold over and remain in possession of the leased premises after the expiration of this Lease, without the Landlord's 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, which may be terminated by the Landlord without notice.
2. **RENT:** The Tenant shall pay to the Landlord as rent **\$3200 per month** for 12 months. The tenant shall pay to the Landlord or its authorized agent each of said installments postmarked on or before 12:00 midnight of the first day of every month throughout the term of this Lease. Said rental payments shall begin on the **first day of the lease initiation** and continue each and every month thereafter until paid in full. The payment of rent hereunder and under any renewal or extension hereof, is an independent condition subsequent, the performance of which shall entitle the Tenant to the continued use and possession of the above described premises.
3. **SECURITY DEPOSIT:** Landlord acknowledges, upon signing of this Agreement, receipt of **one month's rent** as a security deposit to be held by the Landlord and shall be applied at the Landlord's discretion, to repair any damages to the premises or to remedy any default of Tenant under terms of this Lease, and hereafter upon Tenant vacating the premises and complying with all terms and conditions herein, Landlord will inspect the unit and compute damages, if any, and refund the balance within fourteen days. **The Security Deposit shall not be used as the last month's rent payment.** Rent for the last month is due and payable on the first day of the month.
4. **UTILITIES:** Tenant shall pay for the following utilities with respect to the demised premises: Heat ____, Electric X, Water ____, Rubbish ____, Lawn ____, Snow ____. Tenant assumes responsibility to maintain adequate heat at all times to prevent any damage whatsoever to the premises resulting from freeze-ups.
5. **ALTERATIONS/REPAIRS/MAINTENANCE:** The Tenant shall make no alternations, additions or improvements (to include painting) to the demised premises without the prior written consent of the Landlord. Upon the termination of this Lease, all alterations, additions, or improvements made by the Tenant shall become the property of the landlord. However, upon the election of the Landlord, the Tenant shall promptly remove all alterations, additions, or improvements, and any other property placed in or on the premises by the Tenant. Tenant agrees to make all repairs required at Tenant's cost and expense whenever damage shall have resulted from Tenant's misuse or neglect. Tenant shall notify Landlord of repairs being made. Tenant, at Tenant's sole cost and expense, shall be fully responsible for all necessary repairs to and maintenance of the interior area of the demised

premises, including by way of illustration, the maintaining of lighting fixtures and replacement of bulbs and ballasts, the cleaning of carpeting and flooring, and washing of windows. The Landlord shall be responsible for repairs and maintenance of the exterior, the parking area, and common area. Any and all repairs not caused by the negligence of the tenants shall be the responsibility of the Landlord including such repairs as electrical wiring and plumbing. Tenant shall not have any new cable, internet, or satellite TV services, wiring, or equipment installed in or on the premises without the prior written permission of Landlord. If Tenant has any services, wiring, or equipment installed without the Landlord's permission, it shall be considered physical damage to the premises and Tenant shall be liable for the cost of any equipment and wiring removal and building repair. Tenant shall not install a washing machine or dryer on the premises without Landlord's prior written permission.

6. **ACCEPTANCE AND SURRENDER OF PREMISES:** The tenant has inspected the lease premises and the Tenant's acceptance of possession of the leased premises is conclusive evidence of receipt of them in good order and repair, and upon the termination of the Leases, the Tenant shall thoroughly clean the premises and shall surrender the premises and the improvements therein in the same condition as at the commencement of this Lease, reasonable wear and tear expected.
7. **RIGHT OF ENTRY:** With notice to the Tenant, the Landlord and his authorized agents shall have the right to enter the demised premises to inspect the repair and condition of the premises and improvements located thereon, to make repairs required of the Landlord under this Lease, to show the premises to any prospective purchaser or tenant, or for any other reasonable purpose subject to the terms of the Lease. The Landlord may advertise, in any manner whatsoever (including photographing of the interior), that the property is for sale or lease. The Landlord shall retain a passkey to all the premises. No lock shall be changed or a new lock installed without the prior written consent of the Landlord, and an additional key provided for landlord use. Tenants shall not install additional or different locks or gates on any door or window of the premises without written permission of Landlord. If Landlord approves Tenant's request to install such locks, Tenants agree to provide Landlord with a key to each lock. When this lease ends, Tenant agrees to return all keys to the premises to Landlord. Landlord may charge Tenant \$50 per key per lock if the key is not returned.
8. **ASSIGNMENT AND SUB-LEASING:** The Tenant shall not assign, mortgage, pledge, or encumber this Lease or the demised premises, or sublet the whole or any part of the demised premises, without the Landlord's prior written consent. In the event of such assignment of this Lease, or subletting, the Tenant shall nevertheless remain liable to the Landlord for the performance of all the terms and conditions contained in this Lease. Any assignee or sub-tenant shall be bound by and perform all of the terms and conditions herein by which the Tenant is hereby bound. Any assignee or sub-tenant shall be required to submit a security deposit, equal to one month's rent, in addition to Tenant's. An assignment or sub-lease shall not constitute a novation. Landlord may, at any time and without advance notice, assign this Agreement and, in so doing, shall transfer to Assignee all rights and powers contained herein. The Landlord shall be entitled to retain the Tenant's security deposit under the terms and conditions set forth herein regardless of the assignment of this Lease or the sub-letting of the demised premises.
9. **EARLY TERMINATION:** In the event Tenant(s) wish to terminate this Agreement of Lease prior to the end of term stated in Section 1, Tenant(s) understand and agree that Landlord shall be given no less than two full rental periods notice in writing prior to the desired early termination date. Tenant(s) understand and agree that they shall: (1) be liable for the costs of re-renting the premises, including Landlord's administrative costs and conducting showings of the premises to new prospective tenants; and (2) remain liable for the rent for the full term of the lease or until a new tenant is found to take their place. Landlord shall mitigate his damages as prescribed by state law.
10. **EXTERIOR OF PREMISES:** The sidewalk, entrance, garage, and driveway as well as the lawn shall not be obstructed by the Tenant or used by Tenant for any other purposes than those of ingress and egress from the demised premises. These areas shall remain free from rubbish, ornamentation, or any other personal property of Tenant other than automobiles, bicycles or children's toys.
11. **GARBAGE, RECYCLING & CLEANING:** Tenant shall dispose of all garbage in the refuse containers provided on the property. Recycling is mandatory in Burlington, VT and it is the responsibility of the Tenant as a citizen of the City of Burlington to follow all recycling and solid waste disposal guidelines and laws. Please review the garbage & recycling schedule as outlined in www.rentinvt.com/garbage.htm. A recycling bin is

provided which is to remain inside the apartment at brought to the curbside once a week. Cleaning of neglected recycling and garbage will be charged to the tenant. The apartment is to be cleaned and maintained to an appropriate standard of showing the apartment for re-rental. If the tenant cannot supply a marketable apartment then the tenant agrees to pay for a cleaning service to provide an apartment quality that is marketable.

12. **SIGNS:** Tenant agrees that no signs, advertisements, or notices shall be painted or affixed upon any part of the buildings, inside or outside, nor shall anything be suspended outside the building by the Tenant.
13. **ANIMALS/ PETS:** No animals (or pets) of any kind shall be taken into or kept about the demised premises without prior written permission from the Landlord.
14. **RENT PROCEDURE AND SCHEDULE OF SERVICE CHARGES:** Rent is due by midnight of the first day of each month. Make checks payable to: **Green Mountain Real Estate**. Please mail your check to: **Green Mountain Real Estate, 199 South Union Street #0, Burlington, VT, 05401**. A pick-up will be made on the second day of each month. If your payment is not there you may be assessed service charge. The schedule of service charges are as follows:

-Service charge for Returned Check for Insufficient Funds: \$25

-If Tenant's rent payment is arrives after the second (2nd) day of the month and is postmarked later than the first (1st) day of the month, Tenant will be assessed a \$15 service charge for the costs associated with the additional pickup and bank deposit the Landlord must make.

-If Tenant's rent payment has not arrived by the fifth (5th) day of the month and Tenant has not communicated with the Landlord regarding the late rent payment and Tenant has not been granted a payment extension by the Landlord in writing, Tenant will be sent a certified letter notifying of the delinquent payment and that the tenancy may be terminated. There will be a \$40 service charge assessed for our time, postage, and handling if the certified letter is sent.

-If Tenant's late rent payment is not received within 15 days of the certified letter being sent, the Landlord may elect to begin the formal legal eviction process. There will be a \$700 service charge assessed for attorney/paralegal fees and court costs which will be added to your rent arrearage if the formal eviction process begins.

15. **DEFAULT:** Any failure by Tenant to pay rent when due, or perform any term hereof, including but not limited to conformance with the Lease Agreement, shall, at the option of the Landlord, terminate all rights of the Tenant hereunder and shall permit the Landlord to sue for uncollected amounts, or re-enter the said premises or resort to any other legal remedies. Tenant agrees to pay Landlord on demand that amount of all costs, loss and damage which the landlord may suffer or incur by reason of such termination or default, whether through inability to re-let premises on satisfactory terms or otherwise, including but not limited to reasonable attorney fees and court costs incurred by landlord in enforcing this Lease. 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 other default.
16. **ACCORD AND SATISFACTION:** Payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein provided shall not be deemed to be other than on account of the earliest due rent, and no endorsement or statement on any check or letter accompanying any checks shall be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the rent or pursue any other remedy in this Lease.
17. **QUIET ENJOYMENT:** Provided that Tenant is not in default of the terms and conditions contained Herein, Tenant shall peaceably and quietly hold and enjoy the demised premises during the initial term of this lease and any renewals or extensions thereof. Tenant will neither engage in nor permit noisy or disorderly conduct or any conduct annoying or disturbing to the neighbors of the premises at any time. The Tenant's conduct shall be lawful. No highly flammable or hazardous or illegal material of any kind shall be kept in or about the demised premises. No firearms, handguns or ammunitions of any kind shall be kept in or about the demised premises.

- 18. INSOLVENCY:** In the event Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant, or if Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the U.S. or any state thereof, or if Tenant shall make an assignment for the benefit of creditors, become insolvent, or shall make a transfer in fraud of creditors, this Lease shall, at the option of the Landlord, cease and terminate in accordance with the terms and conditions thereof.
- 19. INSURANCE:** Tenant shall keep the demised premises in clean and in healthy condition and will not do or permit anything to be done in or on the demised premises which will in any way cause suspension, cancellation, or an increase in the premiums paid by the Landlord with respect to any insurance carried by the Landlord with respect to the demised premises, or which will constitute a public or private nuisance, and shall not use, or occupy, or permit the demised premises to be used or occupied in any manner which will violate any present or future law, or regulation of any government authority. It is the intention of this Lease that Landlord shall insure Landlord's property only and Tenant shall solely insure and be responsible for all loss of damage of Tenant's personal property.
- 20. USE OF TERMS & GOVERNING LAW:** Headings contained herein are for convenience only, and shall not be construed as substantive provisions of this Lease. Words and terms of gender shall be construed to include any other gender, and words and terms in the singular shall be construed to include the plural, unless the context otherwise dictates. The law of the State of Vermont shall govern the interpretation, construction and enforcement of this Lease.
- 20. ENTIRE AGREEMENT & AMENDMENT:** The foregoing constitutes the entire Agreement between the landlord and tenant(s) and maybe modified only in writing signed by both parties.
- 21. CONDITIONS:** It is agreed by and between the landlord and Tenant that each and all of the provisions/terms of this lease and any and all attachments hereto, to be observed and performed by the Tenant, are conditions subsequent to be faithfully observed and fully performed by the Tenant to entitle it to the use and possession of the premises.
- 22. CONDEMNATION/DESTRUCTION:** If during the term of this Lease the premises shall be damaged or destroyed by fire or other casualties, or taken by any exercise of rights of eminent domain or condemnation, and the premises are deemed to be uninhabitable by the proper local and state authorities, this Lease shall terminate.
- 23. PARTIAL INVALIDITY:** If any term or provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of Lease or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent.
- 24. PARKING & SNOW REMOVAL:** This section is only for apartments with parking. Tenants will be assigned a "www.rentinvt.com" parking permit and should be affixed to the top left driver's side corner of rear windshield. Vehicles found parked at Green Mountain Real Estate properties without a permit will be towed at the vehicle owner's expense. The landlord is not responsible in any way for a towed vehicle. There will be a \$50 charge for parking stickers that have not been returned upon the tenant moving-out and to replace lost or stolen stickers. Stickers found on non-resident vehicles will be towed and charged by the Burlington Police department with theft of services. After a 4+ inch snowfall a snowplow truck will come in the morning and plow the driveway in a manner to allow vehicles to leave. The vehicles need to be completely out of the parking lot between 9am and 3pm the day of the snowfall such that the snowplow truck will be able to completely clean the parking lot and driveway without obstruction. If your car has not been removed the plow service will not be able to remove the snow and will charge \$25 to come back at a different time. This fee will be charged to the owner of the car left in the lot. If the Landlord opts to send an email the day before plowing with instructions that vehicles must be removed from the parking lot by and during a certain time for the plow service, and if the Tenant disregards this warning and the Tenant's vehicle is not moved, the vehicle **will** be towed from the parking lot at the owner's

expense. **It is entirely the tenant's responsibility to clear their own porch and pathway and keep it safe from slipping.**

- 25. PORCHES:** Couches, tables, or any other furniture are not permitted on the porches unless approved by the Landlord. Signs, pictures or any other hangings are not permitted on the walls or porches at any time. Do not leave any type of garbage including bottles on the porches. Grills must not be operated on a porch, they must be used 25 feet from the building. Do not store your recycling bin on a common porch or within view of the street. **Porches are often also fire exits: Never block pathways or other means of egress from the building.**
- 26. SMOKE DETECTORS, CARBON MONOXIDE DETECTORS AND FIRE EXTINGUISHERS:** Do not tamper with detectors or fire extinguishers provided in the apartments. If the Tenant's opinion is that they are not working properly, including replacement of the battery, immediately notify the Landlord. Any smoke detector found disconnected will result in an eviction, a State of Vermont fine up to \$1000 and a City of Burlington fine up to \$1000. Landlord has the tenant's permission to photograph and report any disconnected detectors to the Fire Marshall or other city and state inspectors.
- 27. EVICTION:** The tenant shall be responsible for all costs associated with an eviction including but not limited to all attorney, paralegal, sheriff, and court fees. Immediate termination of lease and eviction will occur for: (1) disconnecting a smoke or carbon monoxide detector, (2) a beer keg party or beer keg on the premises, (3) multiple noise ordinance violations, and (4) any tenant seen on a roof top.
- 28. SCHEDULE OF CHARGES THAT A TENANT SHOULD AVOID BUT MAY INCUR (INCLUDING MOVE-OUT/DAMAGE CHARGES):**

Lost or missing parking permit:	\$50
Not moving vehicle according to parking regulations on snow day:	\$25
Service charge for late rent pick-up:	\$15
Service charge for late rent notice send via certified mail:	\$40
Service charge for an eviction:	\$700
Service charge for responding to a lock-out, business hours (M-F, 9am to 5pm):	\$20
Service charge for responding to a lock-out, non-business hours:	\$40
Additional/Replacement key:	\$20/each
Lost keys (or unreturned keys on move-out) which require re-keying/replacing the lock:	\$50/per lock
Refrigerator and icebox must be clean and frost free:	\$30
Stove top, burners, oven, and knobs must be clean and grease free:	\$50
Cupboards and medicine cabinets must be cleaned inside and out:	\$30
All belongings, furniture, papers, clothes, trash, etc. must be removed:	\$50+ disposal fees
Damaged or missing windows or screens:	\$50/each
Bathroom fixtures must be spotless (do not use abrasive cleaners):	\$30
All doors, baseboards, door casings, window sills, trim, & walls must be clean/dust free:	\$50
Floors must be clean (swept/vacuumed <u>and</u> mopped):	\$30/per room
Windows must be cleaned on inside:	\$10/each
Rug burns or carpet stains that cannot be removed:	\$50/each

29. ADDITIONAL TERMS AND CONDITIONS (INITIALS REQUIRED FOR EACH CONDITION):

Smoking is not permitted in the house by anybody. _____

Smoking is permitted on the porches, however do not discard cigarette butts on the ground. _____

Do not allow other people to bring their pets inside the house. _____

No parties, no beer kegs, and no keg parties. _____

Do not store other people's belongings in the house or cellar. _____

Parking is limited to tenants only with permit. _____

If something breaks and is not functional notify the landlord immediately. _____

Do not hang sheets/signs out windows or outside in anyway (see #12 Signs). _____

When cleaning do not use abrasive cleansers that will scratch fixtures, glass or tubs. _____

Sweep, vacuum, and mop wood and vinyl floors and keep them dirt free to protect them from scratching. _____
 When using wood floors put furniture pads on all chairs, tables, etc. _____
 When moving in and out do not damage woodwork and walls. _____
 Put garbage **IN** the can and recycling on the curbside as listed in www.rentinvt.com/garbage.htm _____
 Do not leave glasses, cans, or other containers on wood shelves and sills to avoid stains. _____
 For dishwasher, use correct detergent and scrape food off before washing. _____
 For laundry facilities, please keep dryer dust/lint free and clean-up after yourself. _____
 If your refrigerator has glass shelves then keep them clean to avoid scratches. _____
 Do not store empty bottles in your apartment. It is a health hazard. _____
 Keep the apartment clean as it was received or pay for cleaning upon landlord's discretion _____
 No personal washing machines or clothes lines on property _____
 No nails, tacks, screws or tapes on any surface _____
 Do not disturb neighbors and maximum occupancy is 8 guests without prior written permission. _____
 Close all storm windows and doors before the "cold" season. Tenants agree to pay for service if storm windows are found open between November 1st and March 1st. _____
 Any plumbing problem caused by the tenant's negligence will be charged to the tenant (for example, pouring grease into the kitchen sink, flushing hygiene products, kitty litter, food, cloths etc). _____
 No barbecue grills on the decks or porches. _____
 Smoke damage (i.e. burning candles) will be charged to the tenants. _____
 Visitors that stay more than two nights a week are considered tenants and will be charged accordingly. _____

SIGNATURE ACKNOWLEDGING RECEIPT AND AGREEMENT TO TERMS ABOVE:

_____ Landlord	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date