

**UNSWORTH PROPERTY MGMT. LLC**

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**RESIDENTIAL LEASE**

THIS AGREEMENT OF LEASE is made and entered into this \_\_\_ day of \_\_\_\_\_ 2012 , between \_\_\_\_\_, hereinafter referred to jointly and severally as "Tenant"; and Unsworth Property Mgmt.LLC, agent for Sonrise Partnership LLP, whose address is P.O. Box 4060, Burlington, Vermont 05406 hereinafter referred to as "Landlord". In consideration of the terms and conditions hereafter contained, the parties hereto agree as follows:

1. **Premises:** Landlord hereby leases to Tenant the following land and premises: The Village Green Apt. #\_, whose street address is:\_\_\_\_\_. This includes the appliances and other personal property as mentioned in the Condition and Inventory Checklist to be signed at check-in.

2. **Term:** This Lease shall start on \_\_\_\_\_ 2012 and continue until \_\_\_\_\_, 2013 at 12:01 p.m. (noon).

3. **Rent:** Tenant shall pay to the Landlord as rent for the initial term of this lease \$\_\_\_\_per month. If rent is paid on or before the fourth day of the month, the rent shall be discounted by \$25.00, to an amount of \$\_\_\_\_\_. If rent is paid after the fourth of the month the Tenant shall not have a discount and is also responsible for all cost and expenses the Land-lord may incur because of the late payment. The payment of rent hereunder, and under any renewal or extension hereof, is an independent condition, the performance of which shall entitle the Tenant to the continued use and possession of the above described premises. A \$25.00 charge will be made for any check returned by a bank.

4. **Use and occupancy:** The Tenant shall use the premises only as a private single family residence. No part the premises shall be used at any time for the purpose of carrying on any business, profession or trade of any kind. The Tenant is responsible for all behaviors and actions of all members of the resident household and their guests at all times. Occupancy shall be restricted to the following named persons only: \_\_\_\_\_  
\_\_\_\_\_.

5. **Security deposit:**

5.1 Landlord hereby acknowledges the receipt from Tenant of \$\_\_\_\_\_as a security deposit for the entire apartment. The security deposit shall secure the performance of the

Tenants' obligations to pay rent, unpaid utility bills owed by the Tenant, expenses due to damage beyond normal wear and tear, and expenses resulting from removal of belongings left behind by Tenant after termination of the tenancy. The landlord may retain all or a portion of the security deposit for 1) nonpayment of rent, 2) damage to the property of the Landlord unless the damage is the result of normal wear and tear, 3) nonpayment of utility or other charges which the Tenant is required to pay directly to the Landlord or to a utility, and 4) expenses required to remove from the apartment articles abandoned by the Tenant. 5) Any violation of this lease that caused damage to Landlord.

5.2 As used herein, the term "normal wear and tear" shall mean the deterioration which occurs, based upon the reasonable use for which the dwelling unit is intended, without negligence, carelessness, accident or abuse of the leased premises or supplied equipment or appliances by any Tenant or members of household or their invitees or guests.

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

5.4 If requested by Landlord, Tenants shall provide Landlord with a paid receipt of Tenants' electric and/or gas bills before any security deposit will be returned. The 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.

5.5 Landlord shall only be required to return any security deposit owing via one check made payable to all Tenants jointly. Landlord may hand-deliver the check or may mail it to the address provided by Tenants, given below or given at check-out.

**6. Utilities/Heat:** Tenant shall pay for all utilities with respect to the premises except water and sewer which Landlord shall provide. It is the responsibility of the Tenant to keep the apartment at a reasonable temperature to prevent freezing of water pipes, etc. Tenant agrees to bear the cost of repairs and damage to the building caused by Tenant's failure to do so.

**7. Alterations:** Tenant shall make no alterations, additions, or improvements, including painting, to the demised premises without the prior written consent of Landlord. In the event that the Tenant makes any such alterations, additions or improvements, then, in addition to any other remedies of the Landlord hereunder, the Landlord shall be entitled to, without notice to Tenant and at Tenant's expense, remove such alterations, additions, or improvements and restore the leased premises to their original condition.

**8. Acceptance of premises:** Tenant will inspect the leased premises and sign a CONDITION AND INVENTORY CHECKLIST. Said checklist will be conclusive evidence of receipt of the apartment in that condition. Tenant shall thoroughly clean the premises including

stove and refrigerator, 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. The security deposit, in part, is to secure Tenant's obligations to thoroughly clean the apartment, including exhaust fan, refrigerator, bathroom walls, ceilings, rugs, closets and cabinets.

**9. Assignment and sub-leasing:** Tenant shall not assign this lease, nor may the apartment or any part of it be sub-let without Landlord's prior written consent.

**10. Holding Over:** If the Tenant should hold over and remain in possession of the leased premises after the expiration of this lease, without the Landlord's written consent, shall be construed to be a tenancy at will, and shall be on the terms herein so far as is applicable except, the rent at Landlord's option, during any holding over after the expiration of the term hereof shall be at one hundred fifty percent (150%) of the rent prevailing immediately prior to such holding over (prorated on a daily basis).

**11. Common areas:** The grounds, sidewalk, entrance, hall, passages, stairways, and other common areas shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress or egress from the demised premises. Tenant shall not use common areas, lawn or walkways for lawn, garage or yard sales. The Landlord shall have the right, but not the obligation, to remove any items in any of the foregoing common areas without notice and at the cost of Tenant.

**12. Rubbish:** The appearance of your premises is of paramount importance. Accordingly, Tenant agrees to remove garbage and other waste from the unit in a clean and safe manner and keep the leased premises and outside area clean and free of all garbage or refuse and to prevent any refuse or garbage from being windblown. Tenant shall dispose of all garbage and refuse in such a manner and at such times as the Landlord shall direct. Cost of normal refuse removal for ordinary household needs of Tenant is paid by the Landlord. If the Landlord, in his sole opinion, believes the leased premises are not being kept adequately free of extraordinary garbage and refuse, then the Landlord may, in addition to any other remedies hereunder, without notice to Tenant arrange for the removal of such refuse or debris at the Tenant's sole expense. Tenant will abide by all Recycling Ordinances and will be responsible for any fines due to non-compliance.

**13. Snow plowing:** Tenant is responsible for shoveling the walk to and from his dwelling.

**14. Animals:** No animals are permitted, except for the following: N/A.

**15. Tenant and guests obligations:** Tenants and their guests shall comply with the obligations and conduct that includes but are not limited to the following. Any breach of these obligations and conduct shall be a breach of the lease.

15.1 Shall not create or contribute to the noncompliance of the apartment with applicable provisions of building, housing and health regulations, nor shall the Tenant do anything in or about the premises which might increase the insurance premiums on the building.

Any assessments, penalties or fines that are incurred due to the negligence or willful act of any Tenant or any invitee of the Tenant, or the violation of any state, local or city law, regulation, rule or ordinance substantially caused by the action or inaction of any Tenant or any invitee of any Tenant including, but not limited to, any fines, penalties or assessments due to the violation of any municipal noise ordinance, zoning ordinance or any law related to the consumption of alcoholic beverages or the possession of illegal substances, the Tenant shall pay and hereby agrees to indemnify and hold Landlord harmless there from;

15.2 The Tenant shall not install additional or different locks or gates on any doors or window of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key to each lock. When this lease ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. There will be a charge for lost keys;

15.3 Tenant shall conduct him or herself, and require other persons in the premises with the Tenant's consent, to conduct themselves, in a manner that will not disturb other Tenants' peaceful enjoyment of the premises; Tenant shall not have the volume of any radio, phonograph, stereo, television, or musical instrument at a level that will disturb the neighbors.

15.4 The Tenant shall not deliberately or negligently destroy, change, deface, damage or remove any part of the premises or its fixtures, mechanical systems or furnishings or deliberately or negligently permit any person to do so;

15.5 If the Tenant knowingly submits false or misleading information on any documents, including but not limited to, the Tenant application or other forms, the Landlord may terminate the tenancy;

15.6 Tenant covenants that the premises shall be kept free of hazardous materials.

15.7 The Tenant shall use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;

15.8 The Tenant shall give the Landlord prompt notice of any defects in plumbing fixtures, appliances, and heating equipment, or any other part of the unit's related facilities;

15.9 The Tenant shall not remove any water saving devices;

15.10 The Tenant shall give the Landlord prompt notice of any noncompliance of the dwelling unit with applicable provisions of any law, ordinance, or governmental regulation concerning the health, safety, sanitation of fitness for habitation, or concerning the construction, maintenance, operation, occupancy, use or appearance of the dwelling unit (collectively "Building, Housing and Health regulations").

15.11 The Tenant, and their guests **shall not**: (1) Paint or install wallpaper or contact paper in the unit; or attach or place any fixtures, signs or fences on the building(s), the common areas, or the project grounds, without written permission of Landlord; (2) Attach any screen doors, awnings or window guards in the unit; (3) Place any aerials, antennas or other electrical connections on the unit; (4) Use the unit for unlawful purposes or engage in or permit unlawful activities in the unit, in the common areas or on the premise grounds; (5) Make or permit noises or acts that will disturb the rights or comfort of neighbors; (6) Allow any guest(s) to reside on the premises for more than fourteen days per year without prior written consent from Landlord, which may not be unreasonably withheld; (7) Give accommodations to boarders or lodgers; (8) **Smoke** cigarettes, cigars or other lighted products in their unit. **Smoking outside is permitted.**

15.12 The Tenant will not engage in any drug-related criminal/unlawful activity whether in the unit or elsewhere on or off the premises; The Tenant acknowledges that drug-related criminal/unlawful activity includes, but is not limited to: (1) Possession, usage, distribution, transportation, sale, manufacturing or storage of illegal drugs and/or drug paraphernalia or possession with the intent to manufacture, sell, distribute, or use of an illegal substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802; (2) Conviction of violating any state or Federal laws relating to illegal drugs and/or drug paraphernalia (3) Any other unlawful activity in the unit or elsewhere on or off the premises which impairs the physical and/or social environment of the development;

15.13 The Tenant will not allow underage drinking or any alcohol abuse that the Landlord determines interferes with the health, safety or right of peaceful enjoyment of the premises by other Tenants of the development;

15.14 Tenant shall prohibit smoking by his/her household members or guests while in the unit. It is the tenant's responsibility to inform his/her guests of the no-smoking portion of this lease. Smoking by the tenant, a member of his/her household, or guests, while in the unit is considered a substantial violation of the lease. **Smoking is allowed outside the unit only.**

**16. Repairs and maintenance:** Landlord shall be responsible for all repairs and maintenance with respect to the premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of the Tenant or a person on the premises with the Tenant's consent. Those repairs and maintenance which are the responsibility of the Tenant shall be performed by the Tenant immediately upon demand of the Landlord. Whether such repairs and maintenance are performed by the Tenant or the Landlord, the cost of such repairs and maintenance shall be paid by the Tenant forthwith as additional rent.

**17. Access:**

17.1 The Landlord may enter the apartment with the Tenant's consent, which consent shall not be unreasonably withheld.

17.2 The Landlord may enter the apartment for the following purposes between the

hours of 9 a.m. and 9 p.m., but on not less than 48 hours notice: 1) when necessary to inspect the premises; 2) to make necessary or agreed repairs, alterations or improvements, 3) to supply agreed services, 4) to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workers, or contractors.

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

**18. Waterbeds:** Waterbeds are permitted only by prior written consent of Landlord, and proof of waterbed insurance held by Tenant.

**19. Vehicles:** No unregistered or uninspected vehicles will be permitted on the premises. There shall NOT be any repair and/or maintenance work done on vehicles in the parking areas. 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 or Tenant's guests, 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 city or town ordinance related to parking.

Parking is provided with this apartment as follows: one assigned parking space.

**20. Notice and address:** Tenant will provide Landlord with his or her mailing address, and notify Landlord in writing if ever it changes and immediately inform Landlord of new address. Any notice to be given hereunder shall be in writing and shall be deemed given when delivered or when deposited in the United States Mail postage pre-paid, addressed as follows:

TO LANDLORD: Unsworth Property Mgmt., LLC  
PO Box 4060  
Burlington, VT 05406

TO TENANT:

or to such other person or address as the party entitled to notice shall have specified by written notice to the other party.

**21. Insurance:** Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect his personal property and all betterments and improvements with adequate personal property insurance. It is the intention of this lease that Landlord will insure his property, and the Tenant will be responsible for all loss or damage to their property. Landlord will not be responsible for loss to Tenant's possessions unless caused by Landlord's negligence. Tenant will be responsible for his/her negligent conduct,

and the negligent conduct of any guests.

**22. Attorney fees and damages:** If the Tenant acts in violation of this Lease Agreement, the Landlord shall be entitled to recover from the Tenant reasonable fees including, but not limited to, attorney's fees, sheriff's fee, court filing fees, and postage fees together with any damages or other costs and expenses incurred, and furthermore, said violation shall be grounds for termination of the lease and commencement of an action for ejectment.

**23. Breaking the Lease:** Tenant is aware of the consequences of breaking this lease. If the lease is broken, Tenant is responsible for all damages including but not limited to: a) Rent and utilities until the end of the lease or until Landlord is able to re-rent the apartment, whichever comes first. b) All actual staff expenses of Landlord caused by unexpected turnover of the apartment, including showings, cleaning and maintenance, and paperwork. c) Advertising costs of re-renting the apartment.

**24. Waiver:** No delay or failure by either party to exercise any right under this lease, and no partial or single exercise of that right, shall construe a waiver of that or any other right, unless otherwise expressly provided herein. All remedy shall be cumulative and concurrent and shall be in addition to every other right or remedy that the Landlord may have in law or equity. All of Tenant's liabilities and obligations hereunder accrued to the date of any termination shall survive such termination, or repossession.

**25. Hold harmless, personal liability:** The Landlord shall not be liable and the Tenant shall hold the Landlord harmless and indemnify the Landlord for injury or damage for 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. Tenant shall look solely to the equity of Landlord or such successor in interest in the premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by his successor of any of the terms, covenants and conditions of this lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

**26. Time is of the essence:** It is understood and agreed that the time and strict performance of all of the terms herein, by the Tenant to be performed and reserved, shall be of the essence.

**27. Joint and several liability:** All the Tenants and Guarantors hereunder are jointly and severally liable for the performance of all of the obligations hereunder.

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

**29. Casualty damage:** If the leased premises, or any part thereof, shall be damaged by

fire or other casualty not due to the Tenant's negligent or willful act or that of the agent or invitee of the Tenant, the premises shall be promptly repaired by the landlord and there shall be an abatement of rent corresponding with the time during which, and to the extent that, the leased premises may have been uninhabitable. But, if the leased premises should be damaged other than by Tenant's negligent or willful act of that of an agent or invitee of the Tenant, to the extent that the landlord should decide not to rebuild or repair, the term of this lease shall terminate and the rent shall be pro-rated up to the time of the damage.

**30. Miscellaneous:**

30.1 The headings are for convenience only, and shall not be used to limit or otherwise affect the meaning of any provision of this lease.

30.2 The provisions of this lease shall be binding upon and inure to the benefit of both parties and their heirs respective successors and assigns.

30.3 No changes, or additions made to this lease shall be binding unless initialed by both parties.

30.4 This lease supersedes all agreements previous made between the parties and there are no other understanding or agreements between them.

30.5 This lease shall be governed by the law of the State of Vermont

30.6 This lease shall be subject and subordinated to any mortgage and any method of financing or refinancing now or hereafter placed against the premises.

30.7 On request of the Landlord, the Tenant will fill out a form stating the terms of the lease and any modifications there to and the rent status.

**31. Rules and regulations:** The Tenant shall abide by all of the landlord's rules and regulations. Said rules and regulations may be changed by the landlord upon thirty days notice to the Tenant.

**32. End of lease:** With the exception of reasonable wear and tear, the apartment shall be left in clean condition. Everything shall be cleaned, including but not limited to: the stove, oven, kitchen counters, all windows, floors, bathtub, toilets and sinks. The carpets are to be cleaned, vacuumed and shampooed. If Tenant has not cleaned the apartment Landlord may clean the apartment and Tenants will reimburse Landlord for all cleaning expense. If smoking odors are detected, Landlord shall charge the Tenant for a complete remake of the apartment, which may include painting with Kilz, professional carpet cleaning charges or if necessary, replacement of carpeting.



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

TENANTS ACKNOWLEDGE THERE IS A WORKING SMOKE DETECTOR, AND CARBON MONOXIDE DETECTOR AND WILL KEEP THE SMOKE DETECTOR IN WORKING ORDER, AND WILL TEST IT ONCE A MONTH.

**35. Guarantor:** The undersigned guarantees the prompt and full payment of all rent, additional rent and all other amounts which may become due the Landlord by the Tenant pursuant to the terms of said Lease Agreement, and all other agreements, covenants and obligations of the Tenant pursuant to the terms of said Lease Agreement.

**LANDLORD:**

**DATE:**

\_\_\_\_\_  
for Unsworth Property Mgmt. LLC

\_\_\_\_\_

**TENANTS:**

**DATE:**

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**GUARANTOR:**

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New Resident Lease Sunrise 05-30-2012