

APARTMENT LEASE AGREEMENT

This Lease Agreement is entered into by and between Marc Jacobs and Helaine Unger, both of Burlington, Vermont (hereinafter referred to as "Landlord") and _____
_____ (hereinafter referred to as "Tenants").

WITNESSETH:

In consideration of the rents herein reserved and the mutual covenants contained herein, the parties hereto agree as follows:

1. PREMISES

Landlord hereby demises and leases unto Tenants and Tenants hereby lease and take from Landlord a certain portion of property owned by Landlord. The leasehold premises occupy _____ Unit No. _____,
_____ Vermont. The premises are to be used for a residential housing only, and no other use will be allowed. No more than ____ persons may occupy the apartment, or this Lease may be declared null and void by Landlord.

2. TERMS

a. To have and to hold the above described premises on a monthly basis for a term not to exceed one (1) year beginning on _____, 2015 and ending on _____, 2015.

b. A minimum of 30 days notice must be provided before the lease term ends, if the Tenant chooses to not renew. If no notice is given, by law, the lease automatically renews for an additional lease term, thus tenancy by implication. When a tenant, for a fixed term of years or for a year under a formal written lease, holds over after the expiration of the term with the consent of acquiescence of the landlord, a tenancy by implication results. The tenant holds the premises subject to all covenants and

conditions of the original lease, without any stipulation or bargain to that effect. This result is a legal consequence of the condition of the parties, and does not at all depend upon the intention of the tenant.

3. RENT

a. Total rental for the term of this Lease will be the sum of \$_____ to be paid in equal and monthly installments. Tenants shall pay Landlord a monthly rental of \$_____ due on the first day of each month.

b. No rent will be refunded or prorated should Tenants decide to stay for only a portion of complete month. Furthermore, Tenants owe for a complete month should they decide to vacate premises at any time before the completion of a month.

c. Prior to assessing any penalty, Landlord shall provide written notice to Tenants of non-receipt of rent to be sent by Federal Express or fax, giving Ten (10) days' notice to cure the default.

d. If all conditions of this Lease are met and Landlord and Tenant are agreeable, Tenant shall have the option to renew at the end of the lease term.

4. SECURITY DEPOSIT

Tenants have paid or shall pay Landlord the amount of \$_____ as a security deposit for the faithful performance and observance of Tenants of the terms, conditions, and provisions of the Lease Agreement at the time of this agreement. It is agreed that in the event that Tenants default with respect to any of the terms, conditions, and provisions of the Lease Agreement, including, but not limited to, the payment of rent, Landlord may use, apply, or retain the whole or any part of the security deposit to the extent required for the payment of any rent or any other sum which Landlord may be required to expend by reason to Tenants' default. Furthermore, it is understood that a portion of, or the entire amount of, the security deposit may be applied to any damages done to the premises. Under no condition is the security deposit to be applied toward the monthly rental. Security and damage deposits, and any other deposits, shall be released subject to the following provisions:

- a. The rental term has elapsed, and formal and written notice of intent to vacate was received by Lessor at least (30) days prior to vacating.
- b. No damage to property and equipment beyond normal wear and tear is evident.
- c. The entire dwelling including range, rugs, bathroom, walls, closets, kitchen and cupboards is broom clean.
- d. All keys are returned.
- e. All debris, rubbish, and garbage are removed.
- f. Forwarding address has been left with Landlord.
- g. All utility bills are current, including heat, electricity and gas bills.
- h. If Landlord has incurred a cost for any of the above three paragraphs d, e and g, he shall be entitled to be reimbursed from the security deposit, and the balance shall be forwarded to the Tenants.

5. UTILITIES

Tenants shall be responsible for payment of all utilities, including, but not limited to, electricity, telephone, heating and any other utility charges and for procuring such utility accounts in their names. Tenant will pay his/her/their share of water and sewer charges billed to the residence.

6. COVENANT OF QUIET ENJOYMENT

Landlord covenants, represents, and warrants that he has the full right and power to execute and perform this Lease Agreement and the Tenants, on payment of the rental herein and performance of all the covenants and agreements hereof, shall peaceably and quietly have, hold, and enjoy the premises and all the rights, appurtenances and privileges pertaining thereto during the lease term subject to the terms hereof.

7. REPAIRS

Landlord shall be responsible for repairs to the premises including plumbing, wiring, and interior and exterior repairs to the building except for repairs which are caused by Tenants' negligence.

At the expiration of the Lease Agreement, Tenants shall surrender said premises in as good condition as received, normal wear and tear excepted.

8. FIRE AND CASUALTY

In the event the premises shall be destroyed or damaged by fire or other unavoidable casualty so that the premises shall be thereby rendered unfit for use and occupancy, then the rent paid shall be prorated for the month and refunded to Tenants, and the lease shall be cancelled and shall be null and void.

9. INSPECTION & RENTAL

Tenants shall permit Landlord or Landlord's agent to enter the premises at reasonable times for the purpose of inspecting the same or for making necessary repairs or showing the premises for sale or rental. Landlord may show premises for purpose of rental up to ninety (90) days before Lease expires.

10. DAMAGES

Holes in the walls resulting from picture frames, book racks, plant holders, coat racks or anything that permanently breaks the sheetrock or scars the walls are the responsibility of Tenants to repair and paint to the satisfaction of Landlord.

Furthermore, any damages to carpeting, doors, windows, appliances, bathroom fixtures, floors or any other part of the leased premises are the responsibility of the Tenants to repair or replace to the Landlord's satisfaction. If Tenants do not make these repairs, Landlord will charge to Tenants the complete cost of the repairs, for all labor, time, and materials. Should these repairs or replacements exceed the security deposit, then Tenants are responsible for payment of all additional costs relating to damages.

It is the intent of this Paragraph 10 that normal wear and tear is permissible and that pictures may be hung on the walls using normal picture hooks without the Tenants incurring any liability. It is further the intent that in the event a dispute arises between the parties, the prevailing party is entitled to attorney's fees as determined by the court.

Lessee agrees that they shall maintain their own insurance on any personal property that they move onto the premises and shall furnish proof of insurance upon taking tenancy hereunder. The Lessor is not responsible for damage or the loss of personal belongings or valuables of the Lessee.

Lessee agrees to hold Lessor harmless from any and all claims arising within the leased premises from the negligence of the Lessee, their agents, invitees, employees or assigns. Lessor shall not be liable for loss to Lessee's personal property from fire, theft, breakage, burglary, or otherwise, or from electrical failure, water, rain, windstorm, or any act of God, or other cause whatsoever. Lessee shall insure their personal property against all such losses in an amount Lessee deems sufficient, and shall make no claims for such loss against Lessor.

If the Leased Premises, or any part thereof, shall be partially damaged by fire or other casualty not due to the Lessee's negligent or willful act or that of their employee, family, agent or invitee, the premises shall be promptly repaired by the Lessor 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. Lessor shall not be responsible for Lessee's accommodations or any costs associated with relocation during the pendency of any repairs made subject to this Paragraph. Notwithstanding the forgoing, if the leased premises should be damaged other than by Lessee's negligent or willful act or that of their employee, family, agent or invitee, to the extent that Lessor should decide, in its sole discretion, not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of damage.

11. CLEANING

It is the tenants responsibility to clean the apt when vacating the apt at the end of Lease which will cover, walls, floors, rugs, appliances, bathroom and kitchen fixtures, hallways, etc. A reduction will be made to the security deposit for any necessary cleaning costs, the balance will be returned to the Tenant.

12. SUBLET OR ASSIGNMENT

Tenants shall not assign or sublet said premises without the express written consent of Landlord, said written consent not to be unreasonably withheld by Landlord.

13. HOLD HARMLESS CLAUSE

Tenants shall hold Landlord harmless from any claims or damages arising out of any act or omission of the Tenants or their invitees or any assignees or sublessees arising from occupancy and use on the subject premises. Landlord shall hold Tenants harmless from any claims for damages arising out of the failure of Landlord to comply with the provisions of this Lease Agreement or of the negligence of Landlord or his agents or assigns. Landlord shall not be responsible for any damages to the personal property of the Tenants or their invitees, assigns or sublessees. Tenants may procure liability and casualty insurance in their own names.

14. COST OF ENFORCEMENT

In the event that either party shall enter into any legal action to enforce the terms hereof or for breach of this Lease Agreement, the prevailing party shall be entitled to recover from the other party all costs incurred thereby, including reasonable attorney fees and court costs.

15. TRASH REMOVAL

Tenant shall be responsible for the removal and payment of any trash, empty boxes, etc. that may accumulate and be in excess of what the dumpster will accommodate. No trash, empty boxes or other materials or personal property are to be accumulated in the front, rear or sides of the building.

16. ALTERATIONS

Tenants shall make no alterations to the outside or inside of the leased premises without the written consent of Landlord. An alteration without written consent of the Landlord shall cause this Lease Agreement to be breached and be declared null and void. Any alterations that Landlord agrees to and that Tenants desire to make must be done to the personal satisfaction of Landlord or this Lease shall be declared breached and null and void. Furthermore, any work that Tenants desire to do must be

approved in writing only by Landlord. All details of the work are to be listed specifically, a drawing made, and submitted before the work begins. All work that is undertaken by Tenants must meet state and city building, fire, electrical and plumbing codes. Tenants shall not under any circumstances commit waste.

17. NOISE

Tenants are responsible for monitoring and limiting in volume the noise level within their premises by themselves, guests and/or invitees, so as not to disturb other tenants in the building or abutting landowners and their tenants in accordance with the City of Burlington Noise Ordinance.

18. PETS

Pets are allowed on the premises (\$350 per dog/cat).

Pets are not allowed on the premises.

Pet owners are responsible for picking up after dogs on the premises per city ordinance of picking their own dog feces ,if this is not done and the Landlord does it tenants will be charged a \$200.00 fee ,since you were fortunate enough to have your dog at the property it is understood that my lawn is not a play ground , you must walk your dog or take him to a place where if needed he can get his exercise , no dog may be leashed up outside at anytime out of respect to other tenants and my neighbors ,dog owner will not allow their dog dig in my yard at anytime ,you will be responsible for making any repairs to my lawn

19. PAINT

Landlord agrees to maintain exterior of building, and he alone will decide when and what to paint the building. Tenants shall not paint interior or exterior of apartment or building without Landlord's written approval.

20. SNOW REMOVAL

Landlord is responsible for snow removal from the parking area; Tenants are responsible for shoveling any area from the parking area to the entrance of Tenants' apartment unit. This includes

putting sand down on walkways that are being used, sand buckets will be left on porches by Landlord at the beginning of the winter season. If more is needed, inform the Landlord.

21. PARKING

There is parking provided.

22. DAMAGES/REMEDIES

In the event of a breach of this Lease, the Landlord will notify Tenants in writing via Federal Express or Certified Mail that the breach has occurred and will give Tenants fourteen (14) days to cure said breach. If the breach is not cured within 14 days, and no attempt has occurred to correct the breach, then the Landlord may declare this Lease void. If the Landlord declares this Lease to be null and void because of Tenants' breach of any terms, conditions and covenants hereunder, Landlord may also recover from Tenants such damages as he has incurred or may incur during the unexpired term of the Lease, including, but not limited to, by way of example, damage to the building, costs of reletting the premises, and accelerated rental payments over the unexpired term of the Lease which are to be immediately due and owing.

Landlord may, in the event that Tenants quit, abandon or vacate the premises without Landlord's express acceptance and full release from future liability, declare all rental sums due and to be owing under this Lease to be accelerated and to immediately be due and owing in full. The remedies enumerated herein are not in derogation of any other remedy Landlord may elect to pursue for damages, whether by statute or otherwise. A declaration by the Landlord that the Lease is null and void shall not be in derogation of other remedies as set forth herein.

23. POSSESSION

Tenants have inspected premises and takes it in "as is" condition unless otherwise noted in writing by both Tenants and Landlord.

24. SMOKING

Absolutely no smoking is allowed in the premises or porches by Tenant or Tenant's guests and invitees in consideration of other tenants that are not smokers. Smoking is only permitted at least 15 feet, in any direction, of the exterior of the building. It is the intent herein that the Tenants will not smoke in the premises. In the event someone should appear in their premises as an invitee smoking, then they shall immediately request that the person cease smoking, and if they adhere to those conditions, it shall not be a breach of the lease, and the tenant shall not be responsible for any costs or damages. In the event that smoking occurs in the premises, Tenant shall be responsible for all damages, costs and expenses incurred by Landlord, and Landlord shall have the right to *inter alia* repaint the entire premises at Tenant's sole expense. In addition, Landlord shall have the right to keep all deposits paid by Tenant pursuant to this Lease. Tenants are responsible for picking up their cigarette butts as well as their invitees. If this is not done, and this task is left to the landlord or his agent, a \$100 fee will be charged. One and Only one notice will be given to tenant if they are caught smoking on or anywhere in the building. If tenants is caught again tenant will be given notice that lease will be terminated.

25. NOTICE

Any notice to Landlord is to be sent to the following:

Marc Jacobs
260 S. Union Street
Burlington, VT 05401

Any notice to Tenants is to be sent to the following:

IN WITNESS WHEREOF, the parties hereto set their hands and seals this ____ day
of _____, 200__.

Witness

Marc Jacobs, Landlord/Owner

Witness

Helaine Unger, Landlord/Owner

Witness

Tenant

Witness

Tenant

IN WITNESS WHEREOF, the following parties hereto set their hands and seals this ____ day
of _____, 2015 as Guarantors of this Lease.

Witness

Guarantor

Witness

Guarantor