

I. **Term of Lease**

The initial term of this lease shall be for one (1) year, commencing on the effective date written above. After the initial one year term, the Agreement will continue on a month-to-month basis unless terminated as provided herein. Any termination or refusal to renew by Owner/Manager must be preceded by not less than thirty (30) days by the Owner/Manager's service upon the Tenant of a written notice specifying the grounds for the action. This 30 day notice provision shall not apply to a notice related to termination of tenancy for failure to pay rent. Notice to terminate for failure to pay rent shall be preceded by not less than 14 days written notice to tenant.

NOTE: If you vacate before the expiration of your initial one year term (i.e. you break the lease), you shall be liable to pay Owner/Manager for, and your security deposit will be retained and applied to, all reasonable costs incurred by Owner/Manager in turning over the unit (cleaning the unit and/or carpets, painting, replacing window blinds, changing the locks, advertising costs incurred by Owner/Manager to re-let the unit, any rent lost until such time as a new Tenant is found for the unit, etc.)

2. **Payments Due Under the Lease**

A. The initial rental payment for the unit shall be the amount indicated on page 1 and shall continue for one year. In the event the commencement date is not the first date of the month, the monthly rental payment shall be prorated based on the number of days of occupancy. Thereafter, Shires Housing reserves the right to increase the monthly rental payment during the term of the lease, with 60 days' notice to you in writing.

B. Rent is due and payable, in advance, on the first day of each month at the office of Owner/Manager, 307 North Street, P.O. Box 1247, Bennington VT 05201.

If all rent due is not paid by check, e-check, money order or bank draft (no cash) by the 5th of the month or if there is a payment schedule that has been established and the payments are in arrears, a fifteen dollar (\$15) administrative fee will be assigned to the Tenant's account for each occurrence. **NOTE:** Payment of rent may be made by check until the first check is returned unpaid. Regardless of cause, no additional payments may afterwards be made by check. Rent must then be made by cashier's check, money order or certified check.

**When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Checks will be converted into ACH debit using RentTrack or a similar processing system.**

Owner/Manager will provide heat, hot and cold water supply, trash removal, sewer, snow removal and at least **one** parking space. There are handicapped accessible parking spaces reserved in the parking area. No other vehicles other than those designated handicapped may park there. Trash service is available at the development at garbage receptacles located in the parking lot.

Owner/Manager shall furnish range, refrigerator and routine maintenance services. Reasonable charges for extra appliances installed by the Tenant may be made as determined by the

Owner/Manager from time to time.

The Tenant agrees not to waste utilities furnished by the Owner/Manager and not to use utilities or equipment for any improper or unauthorized purpose.

The Tenant shall be responsible, at the Tenant's sole cost and expense, for obtaining electric, telephone and cable television service for the Dwelling Unit. **NOTE:** Satellite "dishes" are prohibited.

- C. A schedule of charges to Tenants for maintenance and repair beyond normal wear and tear shall be posted in the Owner/Manager Office. Charges are due and payable within 30 days.
- D. If a Tenant's payment is returned, the Tenant will be charged a \$20.00 returned payment fee which is due and payable within 30 days.
- E. The Owner/Manager shall have the right, which it may exercise in its sole and absolute discretion from time to time, to increase or decrease the Rental Payment for the Dwelling Unit. The Owner/Manager will give the Tenant sixty (60) days prior written notice of any such change.

### 3. **Security Deposit**

Prior to the commencement of the lease, the Tenant must pay a Security Deposit equal to one month's rental payment, which when paid by Tenant, Owner/Manager will acknowledge receipt of the Security Deposit amount shown on page I. Tenant agrees to pay any additional Security Deposit amount due prior to the commencement date of the lease.

The security deposit will be placed in a non-operating account.

#### **YOUR SECURITY DEPOSIT MAY NOT AND CANNOT BE USED TO PAY YOUR LAST MONTH'S RENT.**

If more than one person is named as the Tenant, such persons agree that they will work out the details of dividing any security deposit refund among themselves. Owner/Manager shall not and is not obligated to return a security deposit until the last named Tenant on the lease has vacated the unit

Release of the SECURITY DEPOSIT is subject to the provisions below.

- A. The initial one year term of the Agreement has been completed.
- B. No damage to the premises, buildings or grounds is evident.
- C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects; the refrigerator is defrosted and clean. The range is clean including the racks and broiler pan, all windows are clean inside, all debris and rubbish have been removed from the property, carpets have been left clean and odorless and all other floors have been swept and all conditions of the MOVE-OUT CHECKLIST have been met.

D. All unpaid charges have been paid including administrative charges, pet charges, delinquent rents, etc.

E. All keys have been returned..

When the Tenant vacates the unit, the Owner/Manager will refund to the Tenant the amount of the Security Deposit less any amount needed to pay the cost of:

- 1) unpaid rental payments, including any administrative charges caused by late payment of rent and/or returned checks;
- 2) damages that are not due to normal wear and tear or acts or events beyond the control of the Tenant and are not listed on the first Move-In Inspection Report;
- 3) unpaid utility charges or other charges which the Tenant is required to pay directly to the Owner/Manager or to a utility.

**NOTE:** (It is the Tenant's responsibility to call the electric company and make arrangements for final reading of electric and to transfer electric back to the Owner/Manager, cancel cable tv and telephone service);

and

- 4) expenses for removal of trash and articles abandoned by the Tenant.

Owner/Manager agrees to refund the amount computed above within fourteen (14) days after the Tenant has permanently moved and returned possession of the dwelling unit to the Owner/Manager. Owner/Manager will provide Tenant with a written accounting of all deductions from the security deposit.

#### **4. HOME Unit Provisions**

If the Dwelling Unit is identified as a HOME unit on page I of this Lease Agreement, the following provisions apply:

The HOME terms and conditions supersede the applicable terms and conditions of the Lease during the Affordability Period as defined in the HOME Program Grant/Loan Agreement. In the event of a conflict between the terms of the Lease and the HOME Program, the terms of the HOME Program shall apply during the HOME Affordability Period.

Term of Lease. The term of this lease shall be for one year commencing on the effective date written above unless mutual agreement allows for less than 1 year.

Termination of Tenancy. The Owner/Manager may not terminate the tenancy or refuse to renew this lease except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable federal, state, or local law; for completion of the tenancy period for transitional housing; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by the Owner/Manager's service upon the tenant of a written notice specifying the grounds for the action.

Housing Inspection. As a requirement of the HOME Program, the tenant is required to permit the annual inspection of the rental unit by staff of the Vermont Housing and Conservation Board or the HOME Program and the Owner/Manager.

Income Recertification. As a requirement of the HOME Program, the tenant is required to provide household income information to the Owner/Manager on an annual basis. Failure to provide such information may be considered just cause for termination of tenancy.

Increases in tenant income. Upon annual income recertification, should the annual household income increase so that it is greater than 80% of median income, the household shall be required to pay as rent the lesser of 30% of the family's adjusted monthly income or an amount not to exceed the market rent for comparable, unassisted units in the neighborhood. However, tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 must pay rent governed by Section 42.

Prohibited Lease Provisions. **The following lease provisions are prohibited:**

1. Agreement to be sued. Agreement by the tenant to be sued, to admit to guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Owner/Manager may dispose of this personal property in accordance with state law;
3. Excusing owner from responsibility. Agreement by the tenant not to hold the Owner/Manager or Owner's/Managers agents legally responsible for any action or failure to act, whether intentional or negligent;
4. Waiver of notice. Agreement of the tenant that the Owner/Manager may institute a lawsuit without notice to the tenant;
5. Waiver of Legal Proceedings. Agreement by the tenant that the Owner/Manager may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties;
6. Waiver of a Jury Trial. Agreement by the tenant to waive any right to a trial by jury;
7. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
8. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

9. Mandatory Supportive Services: Agreement by the Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

**5. Financial and Other Information**

Tenant shall promptly furnish information to Owner/Manager as Owner/Manager may, from time to time require in order to verify Tenant's income and/or assets. Owner/Manager will request financial or other information in writing, and will seek no more information than is essential to comply with federal or state law or mandates. All information provided will be kept in the strictest confidentiality. Tenant will provide all requested information within the time period set forth in the request but, in any event within 30 days of the request. Failure to provide requested financial or other information pursuant to this paragraph shall be cause for immediate termination of tenancy.

**6. Notification of Student Status/Ineligible Student Household**

Tenant(s) agree to immediately notify Owner/Manager of any changes in the full-time student status of any member of Tenant's household. Further, Tenant agrees to complete annually, or at any other such time as requested by Owner/Manager, a household Student Status Verification form.

A full-time student is someone who attends school for at least five months in a year, which do not need to be consecutive, **and** is enrolled for the number of hours or courses considered by the school to be full-time. A full-time student can attend elementary school, junior or senior high school, college, graduate school, postgraduate school, or a vocational institution.

Tenant(s) understand that Tenant's eligibility to occupy their unit may terminate if all members of their household become full-time students and the household doesn't meet any of the exceptions described in Section 42 of the Internal Revenue Code. In the event that Tenant's household becomes an ineligible student household, Owner/Manager may, at its sole discretion and at any time during the lease term, transfer Tenant(s) to a different unit, raise Tenant's rent to market rate, refuse to renew Tenant's lease, or terminate Tenant's lease.

**7. Use and Occupancy**

The Tenant must live in the unit and the unit must be the Tenant's primary residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Lease. The number of residents occupying this Dwelling Unit shall be not more than the 2+1 standard. **The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Owner/Manager.**

By signing this Lease, the Tenant acknowledges that the Dwelling Unit is safe, clean, and fit for human habitation and in good condition and repair, and that all appliances, fixtures, mechanical systems, furnishings and equipment in the Dwelling Unit are in good condition and working order, except as noted on the Move-In Inspection Report prepared by the Tenant and the Owner/Manager and attached to this Lease.

**A. The Tenant agrees:**

- 1) to keep the Dwelling Unit in clean, safe and sanitary condition at all times;
- 2) not to store any personal property outside the Dwelling Unit;
- 3) to dispose of common household trash and refuse in plastic garbage bags in the

- designated garbage receptacles as soon as accumulated;
- 4) to dispose of items such as mattresses, furniture, appliances, etc. by taking such items to the local Transfer Station;
- 5) to use all appliances, fixtures, mechanical system, furnishing, and other equipment in a safe manner in accordance with their operating instructions and only for the purpose for which such items are intended;
- 6) not to litter the grounds or common areas;
- 7) not to deliberately or negligently destroy, damage, deface, or remove any part of the Dwelling Unit or its appliances, fixtures, mechanical, systems, furnishings or equipment;
- 8) to give the Owner/Manager prompt notice of
  - a) any defects in the Dwelling Unit or any appliance, fixture, mechanical system, furnishing or other equipment. **Failure to report shall make the Tenant responsible for foreseeable damages or injury resulting from such defective condition within the unit.;**
  - b) any noncompliance of the Dwelling Unit with applicable provisions of any law, ordinance, or governmental regulation concerning the health, safety, sanitation or fitness for habitation, or concerning the construction, maintenance, operation, occupancy, use or appearance of the Dwelling Unit. **Failure to report shall make the Tenant responsible for foreseeable damages or injury resulting from such defective condition within the unit;** and
  - c) any failure on the part of the Owner/Manager to keep the Dwelling Unit safe, clean, and fit for human habitation;
- 9) not to create or contribute to any noncompliance of the Dwelling Unit with any Building, Housing and Health Regulation;
- 10) to pay for any repairs to return to original condition of the Dwelling Unit and any appliance, fixture, mechanical system, furnishing or equipment deliberately or negligently damaged or damaged as a result of misuse by the Tenant, or any guest or invitee of the Tenant. (NOTE: If, during the term of tenancy, Shires becomes aware of damage to the Unit or any fixture, system, appliance, equipment, etc. within the Unit, caused by acts or omissions of a tenant or guest/invitee of Tenant, Shires may opt to repair the defect and bill the Tenant. This repair bill shall be paid within the next rent billing cycle, and failure to pay in full may be cause for termination of the Lease);
- 11) to comply with the Tenant Handbook, a copy of which is attached to this Lease as Appendix B;
- 12) to pay all administrative charges; and,
- 13) to have current registration and inspection stickers on all vehicles located on the project grounds. **NOTE:** uninspected and/or unregistered vehicles may be towed at the Tenant's expense without warning.

As a requirement of the HOME Program and the LIHTC rules and regulations, the Tenant shall allow the annual inspection of the Dwelling Unit by the VHCB or HOME Program administering staff (or its agent) and by the VHFA staff (or its agent) and the Owner/Manager.

**B. The Tenant shall not:**

- 1) Sublet, or assign the unit, or any part of the unit;
- 2) Permit unauthorized residents to live at the premises;
- 3) Give accommodations to boarders or lodgers, except for Tenant guests or

visitors for not more than 14 days within any 12 month period. The Owner/Manager reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit 14 days and/or nights without prior notification to the Owner/Manager. Should the Tenant or person in question not provide the requested information needed to confirm another domicile, or should the facts be sufficient to evidence domicile in the project, then the Owner/Manager may consider such person(s) an unauthorized occupant and terminate the lease for material non-compliance.

- 4) Use the unit for commercial or any other purpose than a Dwelling Unit;
- 5) Install any waterbeds in the Dwelling Unit;
- 6) Make any noises in the Dwelling Unit which will unreasonably disturb other residents of the Development;
- 7) Conduct themselves in a manner which will disturb the peaceful enjoyment of the Development by other residents;
- 8) Engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Tenants, occupants, guests, invitees, or directed at Owner/Manager, its agents, its employees, or vendors;
- 9) Store any household or personal property outside the Dwelling Unit;
- 10) Dispose of hazardous materials in the trash receptacles;
- 11) Keep or store uninspected, unregistered or inoperative motor vehicles or boats, or recreational vehicles in or about the project;
- 12) Repair, maintain, change the oil or wash motor vehicles, boats, or recreational vehicles on the premises;
- 13) Knowingly provide false or inaccurate information to Owner/Manager including, but not limited to the rental application form;
- 14) Engage in any drug related criminal activity on or near the development;
- 15) Create or contribute to the non-compliance of the apartment or the applicable provisions of the building, housing, and health regulations, or actions or omissions which might increase the insurance premiums of the building or,
- 16) Create physical hazards

C. The Owner/Manager agrees to comply with the requirements of all applicable Federal, State and local laws, including health, housing and building codes and to maintain the premises in safe, sanitary and decent condition. The Owner/Manager will:

- 1) maintain the common areas and facilities in a safe condition;
- 2) regularly clean all common areas;
- 3) maintain all equipment and appliances in safe and working order;
- 4) make needed repairs with reasonable promptness;
- 5) maintain exterior lighting in good working order; and,
- 6) maintain the grounds.

After the Tenant has moved permanently from the Dwelling Unit, the Owner/Manager will inspect the Dwelling Unit and complete a Move-Out Inspection Report. The Owner/Manager will permit the Tenant to participate in the inspection, if the Tenant so requests.

Owner/Manager shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise.

**8. Pests**

Tenant acknowledges that the Owner/Manager has inspected the Premises and is aware of no rodents, bedbugs, or other infestations. Tenant must ensure that all personal property brought onto the Premises is pest free. Tenant shall keep the Dwelling Unit in clean, safe and sanitary condition at all times to avoid pest infestation. Tenant must notify the Owner/Manager immediately of any pest infestation and cooperate with all necessary pest control efforts. If pest remediation is needed, Tenant agrees to comply with proper preparation for treatment and prevention. Tenant agrees that Owner/Manager will not be held liable for any damages or loss of personal property as a result of pest infestation or remediation.

**9. Drug-Free Housing**

A. Tenant, any members of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).

B. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.

C. Tenant or members of the household will not permit the Dwelling Unit to be used for, or to facilitate, criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

D. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the project premises or otherwise.

E. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.

**VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the above provisions of this article shall be deemed as a serious violation and a material noncompliance with the lease.

It is understood and agreed that a single violation shall be good cause for termination of lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

**10. Violence Against Women and Justice Department Reauthorization Act of 2005**

A. The Owner/Manager may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

B. The Owner/Manager may not consider criminal activity directly relating to abuse, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control,



cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of that abuse.

C. The Owner/Manager may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted in the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

D. In case of any conflict between the provisions of this Article and other section of the Lease, the provisions of this Article shall prevail.

**11. Mold:**

To minimize the occurrence and growth of mold in the unit occupied by a Tenant, Tenant hereby agrees to the following:

A. **Exhaust fans.** Because your unit has a vapor barrier in the wall, the moisture level will sometimes get high in the unit, particularly if you do not regularly use your bathroom exhaust fan. It is important that you use your bathroom exhaust fan every time someone takes a shower or bath to allow the excess moisture to escape. If you turn off the exhaust fan or the breaker to the exhaust fan, moisture will accumulate in the apartment and mold and mildew will begin to grow on the walls and/or ceiling. This may cause damage to the sheetrock, for which you will be held responsible.

B. **Moisture Accumulation.** Tenant shall remove any visible moisture accumulation in or on the unit, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area(s) as soon as possible after occurrence; use exhaust fans in the kitchen and bathroom; and keep climate and moisture in the unit at reasonable levels.

C. **Unit Cleanliness and Ventilation.** Tenant shall clean and dust the unit regularly, and shall keep the unit—particularly kitchen and bath—clean and well ventilated.

D. **Notification of Owner/Manager.** Tenant shall promptly notify Owner/Manager in writing of the presence of the following conditions:

(i) A water leak, excessive moisture, or standing water inside the unit;

(ii) A water leak, excessive moisture, or standing water in any site common area;

(iii) Mold growth in or on the unit that persists after Tenant has tried several times to remove it with a household cleaning solution or a combination of water and bleach;

(iv) A malfunction in any part of the heating or ventilation system in the unit.

E. **Liability.** Tenant shall be liable to the Owner/Manager for damages sustained to the unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this section, and for any such damages caused by Tenant's invitees, friends or guests.

F. **Violation of this section.** Violation of the above provisions shall be deemed a material

violation under the terms of the Lease, and Owner/Manager shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.

## **12. Smoke Detector/Carbon Monoxide Detector and Fire Hazard Acknowledgement**

The undersigned Tenants understand that their unit is equipped with one or more smoke and/or carbon monoxide detectors. Although the smoke and/or carbon monoxide detectors are checked at the time of move-in and are checked by Owner/Manager annually, the Tenants understand and agree that it is their responsibility to report to the Owner/Manager any problems with the smoke and/or carbon monoxide detectors or if the detectors in their unit are not working.

A. If a smoke and/or carbon monoxide detector isn't operating properly, Tenant should notify the Owner/Manager immediately. For example, a smoke and/or carbon monoxide detector will start to make periodic "chirping" noises if the battery is low. Also, if a detector becomes sensitive to smoke and/or steam and goes off when it should not, the device may be bad, and Owner/Manager should be contacted immediately.

B. Should the Tenant disconnect or remove the batteries from any of the smoke and/or carbon monoxide detectors, Owner/Manager assumes no responsibility for any resulting damage. It is essential that all smoke and/or carbon monoxide detectors be kept operational. Because it is the ultimate responsibility of the Tenant to make sure that all smoke and/or carbon monoxide detectors are working at all times, if they fail to do so, they will receive one (1) and only one (1), warning. If they fail to comply with this rule a second time, Owner/Manager will have grounds to terminate their lease. ***The Tenant agrees and understands that circuit breakers are to remain in the "on" position and that they are not to remove the batteries from any smoke and/or carbon monoxide detector at any time, nor will they ever disconnect any smoke and/or carbon monoxide detector for any reason.***

C. Tenant acknowledges they understand the policies concerning the smoke and/or carbon monoxide detectors in their unit and that Owner/Manager will repair or replace any smoke and/or carbon monoxide detector at any time, upon notification by the Tenant that it is not working properly.

## **13. Smoke-Free Indoor Living Environment**

**Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and, (iv) the higher costs of fire insurance for a non-smoke-free building.

### **A. Definitions.**

**Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form.

**B. Smoke-free Indoor Living Environment.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere

(i) in the unit rented by Tenant, or

- (ii) in the building where the Tenant's unit is located, or
- (iii) in any of the common areas, or
- (iv) on the adjoining grounds within 25 feet of such building or other parts of the rental community,

nor shall Tenant permit any guests or visitors under the control of the Tenant to do so.

**C. Tenant to Promote No-Smoking Policy and to Alert Owner/Manager of Violations.** Tenant shall inform guests of the no-smoking policy. Further, Tenant shall promptly give Owner/Manager a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

**D. Owner/Manager to Promote No-Smoking Policy.** Owner/Manager shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

**E. Owner/Manager Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Owner/Manager's adoption of a smoke-free indoor living environment, and the efforts to designate the rental complex as smoke-free, do not make the Owner/Manager or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Owner/Manager shall take reasonable steps to enforce the smoke-free terms of its leases and to make the buildings smoke-free. Owner/Manager is not required to take steps in response to smoking unless Owner/Manager knows of said smoking or has been given written notice of said smoking.

**F. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke-free agreement with Owner/Manager. *(In layman's terms, this means that Tenant's commitments in the above provisions are made to the other Tenants as well as to Owner/Manager.)* A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Owner/Manager breached the above provisions.

**G. Effect of Breach and Right to Terminate Lease.** A breach of the above provisions shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of the above provisions shall be a material breach of the lease and grounds for immediate termination of the lease by the Owner/Manager.

**H. Disclaimer by Owner/Manager.** Tenant acknowledges that Owner/Manager's adoption of a smoke-free indoor living environment policy and the efforts to designate the rental building(s) as smoke-free do not in any way change the standard of care that the Owner/Manager or its agent(s) would have to a Tenant household to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner/Manager specifically disclaims any implied or express warranties that the building, common areas, or Tenant's unit will have any higher or improved air quality standards than any other rental property. Owner/Manager cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. Tenant acknowledges that Owner/Manager's ability to police, monitor or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner/Manager does not assume any higher duty of care to enforce this

provision than any other landlord obligation under the Lease.

#### **14. Keys and Locks**

The Tenant agrees not to install additional or different locks on any doors or windows of the Dwelling Unit without the advance written consent of the Owner/Manager. If the Owner/Manager consents, the Tenant will provide the Owner/Manager with a key for each new lock.

When this lease terminates, the Tenant will return all keys to the Owner/Manager.

The Owner/Manager may charge the Tenant \$8.00 for each replacement key. Administrative fees will be charged for after-hours lock-outs.

#### **15. Restrictions on Alterations**

The Tenant shall not make or allow to be made any alterations or improvements to the Dwelling Unit without the prior written consent of Owner/Manager, including:

- A. Changing or removing any part of the appliances, fixtures or equipment;
- B. Painting or installing wallpaper or contact paper;
- C. Attaching or placing any fixtures, signs or fences on the buildings, the common areas or the project grounds;
- D. Attaching awnings or window guards;
- E. Attaching any shelves, screen doors, or other permanent improvements;
- F. Installing washing machines (portable or built-in), dishwashers (portable or built-in), clothes dryers (portable or built-in) or space heaters;
- G. Placing any aerials, antennas or other electrical connections on the unit, building or grounds;
- H. Installing waterbeds
- I. Creating patios or stone walkways on the project grounds;
- J. Creating vegetable/flower beds on the project grounds;
- K. Installing sandboxes (portable or built-in) or swing sets

If any item or items deemed a violation of this lease are located on the project grounds, a warning letter will be sent to the Tenant contributing to the violation. If the violation is not corrected within a specified number of days, the item or items will be disposed of at the expense of the Tenant.

#### **16. Damages**

Whenever damage is caused by carelessness, misuse or neglect on the part of the Tenant, his or her family or visitors, the Tenant agrees to pay:

- A. the cost of all repairs within 30 days after receipt of Owner/Manager's itemized bill for the repair charges; and
- B. rent for the period the unit is damaged, whether or not the unit is habitable.

#### **17. Guests**

No guest may stay for more than fourteen (14) days or nights in any 12 month period without prior written approval from the Owner/Manager. The Tenant must request permission in writing and

receive permission in writing for such an arrangement. The Owner/Manager reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person(s) is making reoccurring visits or one continuous visit 14 days and/or nights without prior notification to the Owner/Manager. Should the Tenant or person in question not provide the requested information needed to confirm another domicile, or should the facts be sufficient to evidence domicile in the project, then the Owner/Manager may consider such person(s) an unauthorized occupant and terminate the lease for material non-compliance.

#### **18. Pets**

Tenants have the right to own and keep common household pets, **other than dogs**, in their Dwelling Unit subject to the provisions of the Resident Handbook and Pet and Service/Assistive/Companion Animal Policy.

Visitors or guests are **not** permitted to bring pets into the premises.

Pet owners will be held accountable for damage to property or persons caused by their pets. Failure to meet financial responsibility for pet-caused damage will be cause for termination of tenancy.

Tenant shall be liable for the entire amount of damages caused by pets and all cleaning, de-fleaing and deodorizing required because of the pet. This includes but is not limited to carpets, doors, walls, screens, appliances and any other part of the Dwelling Unit, landscaping or the property of other Tenants.

#### **18. Access to Dwelling**

The Owner/Manager's representatives shall have the right to enter the Dwelling Unit at any time and for any purpose with the Tenant's consent, which consent shall not be unreasonably withheld. In addition, the Owner/Manager's representatives shall have the right to enter a Dwelling Unit for the following purposes between the hours of 9:00 a.m. and 9:00 p.m. on no less that forty-eight (48) hours' notice, written or oral:

- A. when necessary to inspect the Dwelling Unit;
- B. to make necessary or agreed repairs, alterations, or improvements;
- C. to supply agreed services;
- D. to exhibit the Dwelling Unit to prospective or actual mortgagees, Tenants, workers, or contractors; or,
- E. for the annual inspection of the unit by the Vermont Housing and Conservation Board and/or administrators of the Home Program as well as inspections by any other funder, such as Vermont Housing Finance Agency.

**NOTE:** If there is imminent danger to persons or property, the Owner/Manager or Owner/Manager's Representatives shall have the right to enter the Dwelling Unit without the consent of the Tenant.

#### **19. Termination of Tenancy**

- A. After expiration of the initial one year lease term, the Tenant may terminate this

Agreement by giving thirty (30) days advance written notice. If the Tenant does not give the full 30 day notice, the Tenant shall be liable to pay Owner/Manager for, and Tenant's security deposit will be retained and applied to, all reasonable costs incurred by Owner/Manager in turning over the unit (cleaning the unit and/or carpets, painting, replacing window blinds, changing the locks, advertising costs incurred by Owner/Manager to re-let the unit, any rent lost until such time as a new Tenant is found for the unit, etc.)

B. The Owner/Manager may not terminate this lease or refuse to renew this lease, except for the following:

- 1) Serious or repeated violations of the terms of this Lease Agreement;
- 2) Violation of applicable federal, state, or local laws; or
- 3) Other good cause, which shall include any material false statement in Tenant's income certification, whether or not intentional and whether or not negligent.

The term "income certification" means the information which Tenant may be required to provide pursuant to this Dwelling Lease.

Any termination or refusal to renew by Owner/Manager must be preceded by not less than thirty (30) days by the Owner/Manager's service upon the Tenant of a written notice specifying the grounds for the action.

If this unit is identified as a "HOME Unit" on page 1 of this Lease, this (thirty) 30 day notice provision shall also apply to a notice related to termination of tenancy for failure to pay rent.

If this unit is not identified as a "Home Unit" on page 1 of this Lease, this (thirty) 30 day notice provision shall not apply to a notice related to termination of tenancy for failure to pay rent; notice to terminate to pay rent in a non-HOME unit shall be preceded by not less than (fourteen) 14 days written notice to tenant.

## **20. Lease Subordination**

Tenant agrees that this Dwelling Lease and all of Tenant's rights hereunder shall be and remain subordinate to any mortgage on the Development and the rights of any mortgagee thereunder, including Vermont Housing Finance Agency, whether such mortgage now exists or is hereafter created. Tenant agrees that this provision shall be sufficient to evidence such subordination without the need for any further instrument, but if any mortgagee requests the execution of a separate subordination agreement, Tenant agrees to execute and deliver the same to Owner/Manager without cost. In the event that a mortgagee of the Owner/Manager exercises its right to require the Tenant to attorn to it, then this Lease will continue in effect with such mortgagee assuming all of the Owner/Manager's rights and duties hereunder and the Tenant attorning to such mortgagee and having the same rights and duties with respect to such mortgagee that it had prior to the date of such attornment with respect to the Owner/Manager. In the event of the enforcement by a mortgagee of Owner/Manager of any remedies against Owner/Manager, any persons succeeding to the interest of Owner/Manager as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance.

## **21 Changes to Lease Agreement**

The Owner/Manager shall give at least 30 days prior written notice of any changes in the terms of this Lease Agreement.

**22. General Provisions**

- A. Entire Agreement: This Lease and the Appendices attached hereto, which are a part hereof as if set forth herein, and the documents and instruments referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof.
- B. Severability: If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- C. Governing Law: This Lease shall be governed by and construed in accordance with the laws of the State of Vermont. Owner/Manager shall comply with applicable laws of the State of Vermont in discharging its obligations and exercising its rights under this Agreement.
- D. Joint and Several Liability: If more than one person is named as the Tenant on Page I of this Agreement, the obligations and liabilities of such persons hereunder shall be joint and several.
- E. 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 constitute 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 Owner/Manager may have in law or equity. All of Tenants liabilities and obligations hereunder accrued to the date of any termination shall survive sure termination, or repossession.
- F. Attorney's Fees: In the event of litigation to enforce the terms of this Agreement, the Owner/Manager shall be entitled to reasonable attorney's fees and expenses in the event the Owner/Manager prevails.

## MOVE-OUT CHECKLIST

Clean your apartment before you leave, so that it is in the same condition as when you moved in, with the exception of normal wear and tear;

- 1. A. refrigerator and freezer;
- B. stove top and oven, and
- C. stove vent hood must be cleaned inside and out;
  
- 2. Kitchen cupboards and drawers must be completely emptied, cleaned and wiped down inside and out;
  
- 3. Kitchen and bathroom sinks, tub, shower, all faucets and toilet must be cleaned;
  
- 4. Heating duct covers should be wiped down;
  
- 5. Vinyl/linoleum floors should be washed and ready for waxing;
  
- 6. Any holes in the walls should be filled in/spackled so the walls are ready for paint.

**If SHIRES HOUSING has to clean your apartment, you will be charged \$35 an hour (rounded up to the next full hour) which will be deducted from your security deposit.**

In addition, SHIRES HOUSING expects you to

- Remove of all your household possessions and decorative accessories from the property.
  
- Put only common household bagged trash in the dumpster.

No items are to be left anywhere on SHIRES HOUSING property, this includes leaving items by the side of the road.

**If any items are left in the apartment or placed in or near the dumpster, SHIRES HOUSING will consider them abandoned property, have them removed and the cost of this removal will be deducted from your security deposit**



Make arrangements to STOP or TRANSFER the following services

- Post Office
- Cable TV
- Telephone
  
- GMP (Green Mountain Power)—Make arrangements to TRANSFER the electric account BACK INTO THE NAME OF SHIRES HOUSING as of the date you move out.

You must also -

- Make arrangements with SHIRES HOUSING for return of all apartment keys. **You will be charged rent for every day that you retain possession of the keys.**
- Provide SHIRES HOUSING with a new mailing address for your year-end landlord certificate (VT renter rebate) and any other further correspondence that may be required
- Call the SHIRES HOUSING office (442-8139) and confirm that you have vacated the apartment so that we can schedule a move-out inspection.