



referred to herein as the “Leased Premises”. Unless indicated otherwise in writing, the Leased Premises shall be used only as a personal residence. Only the person or persons who have executed this Lease as Tenant shall be considered as tenants hereunder. No other persons may reside at the Leased Premises.

b. Landlord has engaged various contractors and tradespeople to be available to tenants of Landlord’s rental properties, including Tenant, to perform minor maintenance and repairs in consideration of each tenant’s payment of an “Association Fee” to Landlord as a component of each tenant’s rent. The current list of the contractors and tradespeople that Landlord has engaged (the “Association”) – including names and contact information - has been provided by Landlord to Tenant, although Landlord reserves the right to modify the composition of the Association at any time. In consideration of Tenant’s full and punctual payment of the rent due and payable under this Lease, which includes the Association Fee, Tenant shall have the right to directly contact the members of the Association to provide the types of maintenance and repair services described on **Exhibit A** attached to and made a part of this Lease; Landlord reserves the right to modify Exhibit A at any time. In no event shall Tenant contact any members of the Association to perform tasks that a reasonably capable person should be able to perform by themselves, such as to replace standard interior light bulbs or to plunge any toilets; if Tenant does so, then the cost of such services shall be paid by Tenant to Landlord as additional rent. So long as Tenant does not abuse the availability of the Association and restricts their use of Association services to those identified on Exhibit A (as it may be modified from time to time), Tenant will not be billed additional rent upon availing themselves of the Association and its services.

2) **TERM.** This Lease shall be for the term of 12 months commencing on **June 1, 20\_\_ AT 12 NOON AND ENDING May 26, 20\_\_ at 12 NOON. No exceptions are made for late moving out or early moving in, including no storage of personal belongings after May 26 and prior to June 1.**

3) **RENT.** Tenant shall pay to Landlord as annual rent for the term of this Lease a total of \$\_\_\_\_\_, which Tenant shall pay in equal monthly installments of \$\_\_\_\_\_ (all cost figures are denominated in U.S. dollars) payable in advance on or before the first of each month. The annual rent amount is a fixed price for the entire term and is payable in equal installments for convenience; there is no proration or adjustment for any partial month of occupancy. As stated above, rent payable under this Lease includes an Association Fee. The rent shall be payable via electronic ACH transfer to the account of Landlord on or before the first of each month. Rent is payable without demand or notice. To cover Landlord's added costs arising in the event of Tenant’s late payment, which costs are incapable of precise calculation, and as an estimate of such uncertain damages, Tenant shall pay to Landlord a late fee of fifty dollars (\$50.00) if payment is not received by the close of business within five (5) calendar days after the date due, shall pay Landlord an additional late fee of fifty dollars (\$50.00) if payment is not received by the close of business within ten (10) calendar days after the date due, and shall pay to Landlord an additional late fee of fifty dollars (\$50.00) if payment is not received by the close of business within fifteen (15) calendar days after the date due, and Tenant agrees that such fees (not to exceed \$150.00 per month) are a reasonable estimate of Landlord’s added costs arising in the event of Tenant’s late payment. At Landlord's option and without notice to Tenant, any amounts owed by Tenant, including but not limited to late charges, returned check fees, utility overages, damage or replacement costs, attorney’s fees and court costs, and any amount owed by Tenant to Landlord under a separate agreement, will be considered “Rent” or “rent” under the terms of this Lease. In the event any payment is past due, Landlord may take legal action for possession and payment, including without limitation reporting Tenant’s nonpayment to credit reporting services. To cover Landlord's added costs for processing of payments that are dishonored or returned due to insufficient funds, each such payment will be increased by \$50 as a returned payment charge and will not be considered paid until valid payment has been received. All Rent must be paid in full when due without setoff, deduction, or reduction for any reason, and if Tenant makes payment of any Rent in an amount less than that due, Landlord may accept same, but shall not be bound by any restrictive endorsement, nor any statement or otherwise to the effect

that such payment is made in full satisfaction of the amounts then due. Acceptance by Landlord of any payment shall not constitute a waiver of Landlord's right to terminate this Lease Agreement and/or claim any damages. In addition to the late fee and other fees described above, unpaid charges past due more than 30 days will also bear interest at 12% per annum, as allowed by law, from such date through the date of payment in full.

4) SECURITY DEPOSIT.

a. Tenant shall pay to Landlord, and Landlord hereby acknowledges the receipt from Tenant of, \$ \_\_\_\_\_ U.S. as a security deposit for the entire Leased Premises. The security deposit shall secure the performance of Tenant's obligation to pay rent, unpaid utility bills owed by Tenant, expenses due to damage beyond normal wear and tear of the Leased Premises and the expenses resulting from removal of belongings left behind by Tenant after termination of the tenancy. In addition, if the Leased Premises includes a television or any other equipment or appliance provided by Landlord, then the security deposit shall also secure expenses due to damage of the television, equipment or appliances beyond normal wear and tear by Tenant or by members of Tenant's household or by Tenant's invitees or guests. Landlord may retain all or a portion of the security deposit for 1) nonpayment of rent, 2) damage to the real property or personal property of Landlord unless the damage is the result of normal wear and tear, 3) nonpayment of utility or other charges which Tenant is required to pay directly to Landlord or to a utility service provider, and 4) expenses required to remove from the Leased Premises articles abandoned by Tenant. As used herein, the term "normal wear and tear" shall mean the deterioration which occurs, based upon the reasonable use for which the Leased Premises are intended, without negligence, carelessness, accident or abuse of the Leased Premises or the television or other Landlord-supplied equipment or appliances, by Tenant or by members of Tenant's household or by Tenant's invitees or guests.

b. If Tenant consists of more than one person, the security deposit shall be returned when each of the persons executing this Lease as Tenant have vacated the Leased Premises and met all obligations of this Lease. The security deposit is not to be applied against the last month's rent. Accordingly, in the event that Tenant does not pay the entire last month's rent on or before the first day of that month, then the person or persons comprising Tenant hereunder shall be reported to any and all applicable credit reporting services.

c. Tenant shall provide Landlord with a paid receipt of Tenant's Burlington Electric and/or Vermont Gas bills before any security deposit will be returned. The security deposit shall bear interest effective as of the execution of this Lease at an interest rate at least equivalent to a current Vermont bank passbook savings account.

d. Landlord shall return any security deposit owing to Tenant via electronic ACH transfer using information provided by Tenant to Landlord. If Tenant fails to provide Landlord with complete and accurate electronic ACH transfer information, then Landlord will only be required to return any security deposit owing via one check made payable to each person comprising Tenant jointly and mailed or delivered to the following address provided by Tenant: \_\_\_\_\_.

5) UTILITIES. The cost of water and sewer service serving the Leased Premises is included in the rent payable by Tenant hereunder. Tenant shall pay for all other utilities with respect to the Leased Premises including, but not limited to, gas, electricity, telephone, cable television, and Internet access, directly to the utility service providers, and Tenant shall indemnify and save harmless Landlord on such accounts. If Tenant fails to comply with the requirements of this provision, then Landlord reserves the right to fulfill Tenant's obligations and all costs incurred by Landlord in connection therewith shall immediately be paid by Tenant to Landlord as additional rent. Landlord strongly recommends that Tenant

contact Vermont Gas, Burlington Electric and the telephone company at least thirty (30) days prior to tenancy.

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

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

8) ACCEPTANCE OF LEASED PREMISES. Tenant has inspected the Leased Premises and Tenant's acceptance or possession of the Leased Premises is conclusive evidence of receipt of them in good order and repair. Upon the termination of this Lease, Tenant shall thoroughly clean the Leased Premises and shall leave the Leased Premises and the improvements therein, in the same or better condition as at the commencement of this Lease, reasonable wear and tear, (as that term is defined herein), excepted. If the Leased Premises are left in a lesser condition, Landlord reserves the right to deduct its cost of cleaning from the Security Deposit.

9) ASSIGNMENT AND SUBLEASING. Tenant shall not assign, mortgage, pledge, or encumber this Lease, the Leased Premises, or sublet the whole or any part of the Leased Premises without Landlord's prior approval. Tenant may not sublet the Leased Premises for the summer. On a case-by-case basis, semester-abroad experiences are supported by sublet approval as outlined on our website: [www.queencityapartments.com](http://www.queencityapartments.com).

10) HOLDING OVER. If Tenant should hold over and remain in possession of the Leased Premises after the expiration of this Lease or following the early termination of this Lease without Landlord's written consent, Tenant will pay agreed holdover charges equal to three (3) times the daily pro-rated rent during the Term (but not more than the amount provided by law), plus associated expenses, including without limitation Landlord's attorneys' fees to regain possession of the Leased Premises. Tenant's holdover shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a tenancy at will.

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

12) REFUSE. The appearance of the Leased Premises is of paramount importance. Accordingly, Tenant agrees to keep the Leased Premises clean and free of all garbage or refuse and to prevent any refuse or garbage from being windblown. Tenant shall dispose of all garbage and refuse in proper receptacles and such a manner and at such times as Landlord may direct. Cost of normal refuse removal

for ordinary household needs of Tenant is paid by Landlord. In the event that Tenant has any extraordinary refuse or garbage removal needs you may call any such service listed in the Yellow Pages under Garbage Removal for removal at Tenant's sole expense. In the event that, in the sole opinion of Landlord, the Leased Premises are not being kept adequately free of extraordinary garbage and refuse, then Landlord may, in addition to any other remedies hereunder, without notice to Tenant arrange for the removal of such refuse or debris at Tenant's sole expense. Tenant will abide by Burlington City Recycling Ordinances and will be responsible for any fines due to non-compliance. Recycling questions can be answered by calling 802-865-7262.

13) PETS. No dogs, cats, birds, pets, or animals of any kind shall be kept in or allowed to visit the Leased Premises under any circumstances. Tenants violating this provision are subject to a \$500 penalty to pay for cleaning and administration fees, payable as additional rent. If a physician (a medical doctor) has directed or prescribed that Tenant maintain an assistance animal to assist Tenant with a disability, and a current record of this prescription acceptable to Landlord's insurance provider is provided to Landlord, then and only then may a Tenant be allowed to keep an animal at the Leased Premises for the duration of the prescription. Tenant will be required to execute and deliver to Landlord a lease addendum in a form prescribed by Landlord prior to maintaining the assistance animal at the Leased Premises.

#### 14) TENANT OBLIGATIONS & TERMINATION.

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

b. Tenant shall not install additional or different locks or gates on any doors or windows of the Leased Premises without the written permission of Landlord. When this Lease ends, Tenant agrees to return all keys to the Leased Premises (including any keys to common areas) to Landlord. Landlord may charge Tenant \$90.00 per key if any key(s) is not returned to Landlord or if the lock and keys must be replaced by Landlord. Tenant acknowledges that, except in cases where the Leased Premises is accessed solely through use of a keypad, each individual who comprises the Tenant has been provided with a key to the Leased Premises. In addition, one shared key has been provided to the Tenant if the Leased Premises is served by a locking mailbox and/or laundry room. If the Leased Premises is accessed through use of a keypad, Tenant agrees to use prudence and discretion when providing guests or invitees with the access code.

c. Each individual who comprises the Tenant shall conduct him/herself and require other persons at the Leased Premises with Tenant's consent to conduct themselves in a manner that will not disturb or create a hostile environment for Tenant's neighbors. Each individual who comprises the Tenant shall not conduct him/herself or permit others to conduct themselves in any illegal activity at the Leased Premises. Tenant recognizes that Landlord will show the Leased Premises to prospective Tenants according to Section 17 and will use best efforts to ensure the Leased Premises are reasonably neat and clean, and absent of any offensive material at the time of these showings.

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

e. This Lease may not be terminated by Tenant prior the end of the Lease Term. If Tenant desires to renew or extend their tenancy in the Leased Premises, then Tenant must notify Landlord of Tenant's interest no later than August 31; Landlord will consider Tenant's request to renew or extend the term in good faith, but until the parties execute a new lease or an amendment to this Lease to renew or extend the term, Landlord will have no obligation to renew or extend the term of this Lease and Landlord may lease the Leased Premises to other tenants for a term commencing upon the expiration of the term of this Lease in Landlord's sole discretion. If this is a month to month lease, Landlord may terminate this Lease for no cause by actual notice given to Tenant at least thirty (30) days prior to the termination date specified in the notice.

f. If Tenant breaches or otherwise acts in violation of this Lease, said violation shall be grounds for termination of this Lease and commencement of an action for damages including, without limitation, ejection. If it is necessary for Landlord to retain an attorney to enforce and secure Landlord's rights and remedies, Landlord shall be entitled to recover from Tenant reasonable attorney's fees so incurred, together with any damages, costs, and expenses.

g. All claims relating to this Lease, including without limitation claims for injury and/or death, will be governed by the internal laws of the State of Vermont with respect to contracts made and events occurring therein, and exclusive jurisdiction for all matters relating to this Lease will be in the courts of Chittenden County, Vermont, and Tenant hereby submits to the personal jurisdiction of such courts. In any action for breach or other enforcement of this Lease, the substantially prevailing party may recover all costs or fees incurred in connection with such matter, including reasonable attorneys' fees, as part of any judgment.

15) **REPAIRS & MAINTENANCE.** Landlord shall be responsible for all repairs and maintenance, with respect to the Leased Premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of Tenant or a person on the Leased Premises with Tenant's consent. As stated above, the types of maintenance and repair services described on Exhibit A attached to and made a part of this Lease will be performed directly by members of the Association. Those repairs and maintenance which are the responsibility of Tenant shall be performed by Tenant immediately upon demand of Landlord, and whether such repairs and maintenance are performed by Tenant or Landlord, the cost of such repairs and maintenance shall be paid by Tenant forthwith as additional rent.

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

17) **ACCESS.** Landlord or its contractors or agents may enter the Leased Premises with Tenant's consent, which consent shall not be unreasonably withheld. Landlord or its contractors or agents may enter the Leased Premises for the following purposes between the hours of 9:00 a.m. and 9:00 p.m. but on not less than 48 hours' notice: (a) when necessary to inspect the Leased Premises or to show the Leased Premises to prospective tenants; (b) to make repairs, alterations or improvements that are necessary in Landlord's determination, or that are agreed upon by the parties; (c) to supply agreed services; and (d) to speak with Tenant, workers, or contractors. Landlord or its contractors or agents may only enter the Leased Premises without consent or notice when Landlord has reasonable belief that there is imminent danger to any person or to property.

18) **HOLD HARMLESS.** Landlord shall not be liable for and Tenant shall hold Landlord harmless and indemnify Landlord from all claims, costs, expenses or damages (including attorney's fees and court costs) arising out of injury or damage to persons or property occurring on or about the Leased Premises, unless caused by or resulting from the gross negligence or willful misconduct of Landlord or any of

Landlord's agents, servants, or employees. Tenant shall further hold Landlord harmless and indemnify Landlord from all claims, costs, expenses or damages (including attorney's fees and court costs) arising out of injury or damage to persons or property occurring on or about the Leased Premises as a result of any violation by Tenant or any invitee of Tenant of the terms of this Lease including, but not limited to, any violation by Tenant of any clause requiring or prohibiting any action or omission of Tenant set forth herein. Landlord shall not be liable for and Tenant shall hold Landlord harmless and indemnify Landlord from all claims, costs, expenses or damages (including attorney's fees and court costs) arising out of any occurrence of pests, including but not limited to bedbugs, which originate in any furniture, furnishings, bedding, clothing or other personal property in the Leased Premises. This indemnification of Landlord extends to all costs, expenses or damages arising out of any occurrence of such pests in other areas of the same building as the Leased Premises if said costs, expenses or damages can be connected to pests originating from the Leased Premises.

19) INSURANCE. Neither Landlord or any of its employees, representatives or agents assumes any liability, directly or indirectly, for loss or damage to the personal property of Tenant or others by fire, theft or any other cause (including delivery of packages and mail). Tenant acknowledges and agrees that: (a) Landlord has not and will not insure any personal or other property of Tenant located within the Premises or the Property at any time during the Term; (b) such personal or other property of Tenant could be damaged, destroyed or stolen during the Term; and (c) certain accidents, incidents or other events could arise or occur during the Term which could result in injury, damage or liability to or for Tenant or others. Landlord has insurance on the Leased Premises, however, this insurance does not cover a Tenant's personal belongings. **Landlord strongly recommends that Tenant obtain and maintain renter's insurance or "content of apartment" insurance for Tenant's benefit.** Such insurance is inexpensive and usually covers vandalism, theft, fire and water damage. Landlord encourages you to shop around for a policy that suits your budget and your needs as terms and premiums may vary. Such insurance can be obtained by calling Hickok & Boardman Insurance at (802) 658-3500 or any other insurance agency listed in the Yellow Pages under Insurance.

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

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

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

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

Burlington Police Department: For Emergencies: 911  
For all other purposes: 802-658-2704

Burlington Fire Department: For Emergencies: 911  
For other purposes: 802-864-4554

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

Vermont Gas Systems, Inc.: 802-863-4511. If no answer or if telephone is busy call: 800-639-8081.

22) TENANT PARKING. \_\_\_\_\_ parking spaces are included to be negotiated based on available space. Additional parking spaces may be purchased separately on a first come first serve basis. Tenant agrees to clear the driveway of vehicles when asked by Landlord to access the Leased Premises for snow removal and other maintenance purposes. Any vehicles on the property without a properly displayed valid parking permit will be towed, without notice, at the vehicle owner's expense. Landlord is not responsible for any damage from ice falling from roof. There shall be no parking on any non-paved space or any area not specifically designated by Landlord for parking. In the event of violation of this provision by Tenant, in addition to any other remedies in this Lease, 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 that may accrue to any person as a result of the violation by Tenant or any invitee of Tenant of any Burlington City Ordinance related to parking.

23) CASUALTY DAMAGE. If in Landlord's reasonable judgment the Leased Premises is materially damaged by fire or other casualty, Landlord may terminate this Lease within a reasonable time after such determination by written notice to Tenant, in which case Landlord will refund prorated, pre-paid rent and all deposits less lawful deductions unless Tenant and/or Tenant's agent or invitee caused the casualty, in which case all funds on account will be applied to all applicable charges related to the damages and Tenant will be responsible for the balance of all charges for repairs. If following a fire or other casualty Landlord does not elect to terminate this Lease, Landlord will rebuild the damaged areas within a reasonable time, and during such reconstruction, Tenant will be provided a reasonable rent reduction for the unusable portion of the Leased Premises unless Tenant and/or Tenant's agent or invitee caused the casualty.

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

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

26) PARTIES. Parties are prohibited on the Leased Premises. All drinking games, including, but not limited to, Beirut, Pong, Quarters, are prohibited. "Party" in the singular is defined as any gathering on or about the Leased Premises comprised of more than double the number of Tenants set forth in this lease agreement. Kegs of beer in the Leased Premises are prohibited. Loud music or noise which disturbs the neighbors in the building or in the neighborhood is prohibited. Any party must be approved in advance in writing by Landlord. If the prohibition of parties or kegs is violated, in addition to any other remedies provide in this Lease, it shall be grounds for eviction and permanently vacating the Leased Premises upon 30 days' notice.



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

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

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

- a. These Leased Premises are designated as non-smoking and smoking is prohibited in the interior of the Leased Premises. Any smoking shall take place outside with all smoking debris (butts, etc.) picked up and properly disposed of. This prohibition on smoking covers and includes tobacco, marijuana, and any other substance.
- b. Tenant shall appropriately maintain the Leased Premises by not allowing the accumulation of trash, recycling, dirty dishes, food items, and other clutter that could be hazardous from a fire and safety standpoint or could attract pests and rodents. Additionally, the expectation is that the Tenant will keep the Leased Premises clean by periodically cleaning all rooms to include all surfaces, including without limitation counters and vanities, floors, appliances, sinks, tubs, and toilets. Landlord reserves the right to hire a cleaning or pest removal service at the Tenant's expense if the Leased Premises are not kept as outlined above.
- c. Tenant shall never use candles or any source of open flame in the Leased Premises.
- d. Tenant shall not store any flammable or otherwise hazardous material anywhere on the Leased Premises.
- e. Tenant shall, at all times, maintain a heating thermostat setting in the Leased Premises at a level sufficient to prevent freezing of water pipes and equipment regardless of whether Tenant or Landlord supplies the heat.
- f. Tenant shall not tamper with any equipment or appliance provided by Landlord, including, but not limited to smoke detectors, carbon monoxide detectors or fire extinguishers.
- g. Tenant shall not place any barbecue grill on any porch or entrance to the Leased Premises or Common Areas. Grills must be 15 feet from any buildings on the property at all times.
- h. Tenant shall not use decorative light strands in the Leased Premises.

- i. Tenant shall park only in areas designated by Landlord.
- j. Tenant shall not have any Parties, as that term is defined in Section 26 herein. Tenant shall not allow kegs of beer on the Leased Premises.
- k. There shall be no consumption of alcohol on the Leased Premises by those not of legal age to drink. All drinking games are prohibited.
- l. There shall be no illegal drugs allowed on the Leased Premises; the term “illegal” is used and construed broadly with reference to both state and federal law.
- m. **Tenant will respect and adhere to the City of Burlington Noise Ordinance ([www.ci.burlington.vt.us/codeenforcement/noisepollution/](http://www.ci.burlington.vt.us/codeenforcement/noisepollution/)) and will not use subwoofers or other loud bass stereo equipment.**
- n. No window treatments are provided by Landlord and all window treatments installed by Tenant must be removed by Tenant prior to the end of the lease term. The cost of removing window treatments left behind will be deducted from Tenant’s Security Deposit.
- o. Any agreement to pass on personal belongings to incoming tenants, including window treatments, at the end of the lease term requires the prior written approval of the Landlord. Tenant agrees to remove all such personal belongings from cabinets and closets and box them neatly in the unit away from windows and doors.
- p. As a condition to taking possession, Tenant agrees that occupancy of the Leased Premises shall be limited at all times to no more than one person per bedroom and there shall be no more than one bed per bedroom in the Leased Premises. Enforcement of this Policy shall be as follows: Violation of the foregoing policy shall result in termination of tenancy for all occupants and all individuals who comprise the Tenant shall be subject to immediate eviction.
- q. Costs to repair damage resulting from the violation by Tenant or any invitee of Tenant of this Section 29 or any other provision of this Lease shall be the sole financial responsibility of Tenant.

30) SMOKE & CARBON DIOXIDE DETECTORS/SPRINKLERS.

a. Tenant has inspected Leased Premises and there is a fully functioning smoke detector and carbon dioxide detector in each room of the Leased Premises including, but not limited to, a fully functioning smoke detector and carbon dioxide detector in each bedroom, the kitchen, the basement and all living areas of the Leased Premises. Tenant agrees that it is Tenant’s duty to test and clean the smoke/carbon monoxide detector(s) on a monthly basis and Tenant agrees to notify Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke/carbon monoxide detector(s).

b. Tenant shall refrain from taking any action in or about the Leased Premises which might cause a safety or health risk or might increase the insurance premiums related to the Leased Premises. Tenant further understands that if the Leased Premises includes a sprinkler system, then Landlord has provided a sprinkler system for the safety of Tenant. If the Leased Premises includes a sprinkler system, Tenant covenants and agrees that Tenant shall not tamper with the sprinkler system or any component

thereof, including, but not limited to, any sprinkler head, in any way, as tampering will cause substantial damage to the Leased Premises and the contents of the Leased Premises. In all instances, Tenant shall not disable, modify or tamper with any equipment or appliance provided by Landlord, including, but not limited to, smoke detectors, carbon monoxide detectors, sprinkler system (if any), sprinkler head (if any), fire extinguishers, stoves, washers, dryers, furnaces, hot water heaters, or refrigerators.

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

d. Tenant agrees to replace the smoke/carbon monoxide detector(s) battery, if any, at any time the existing battery becomes unserviceable. If after replacing the battery, the smoke/carbon monoxide detector will not operate, Tenant must immediately inform Landlord of this fact.

e. Tenant agrees to reimburse Landlord for the cost of a new smoke/carbon monoxide detector and the installation thereof in the event the existing smoke/ carbon monoxide detector(s) becomes damaged by Tenant or Tenant's guests or invitees.

f. Tenant shall indemnify and hold Landlord harmless from any loss, cost, damage or injuries to persons or property caused by (1) Tenant's failure to regularly test the smoke/carbon monoxide detector(s); (2) Tenant's failure to notify Landlord of any problem, defect, malfunction or failure of the smoke/carbon monoxide detector(s); (3) theft of the smoke/carbon monoxide detector(s) or removal of its/their battery/batteries; (4) Tenant's failure to comply with the terms of this addendum.

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

*Signature Page to Follow*

Dated at Burlington, Vermont as of the date first set forth above.

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LANDLORD:

Queen City Apartments LLC, as agent for Carlstadt Investments I, LLC and Carlstadt Investments 2, LLC

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Ruth S. Hill, Manager

E. [Ruth@queencityapartments.com](mailto:Ruth@queencityapartments.com);

C. 704.728-9077

Elisabeth Robert

Liz@queencityapartments.com

**Exhibit A  
The Association**

**Exhibit A- The Association**

The following is a list of issues to be addressed by our property management team. Their contact information is below.

**Ripped/tear screens**

**Broken windows**

**Furnace or hot water issues, as well as proper AC installation.**

**Loose doorknobs, cabinets**

**Door lock issues or changing keypad codes**

**Plumbing issues, excluding clogged toilet that can be plunged**

**Drain snaking (kitchens and bathrooms)**

**Dryer Vent cleaning**

**Electrical issues, excluding the replacement of general light bulbs**

**Carpet cleaning for apartment carpets**

**Pest Control Issues**

**Appliance issues (washing machines, fridges, stoves, etc.)**

**Within reason, wall repair. If you've accidentally bumped a hole in the wall moving furniture.**

**Smoke/Carbon detector issues outside Tenant's responsibilities under the Lease.**

**Replenishment of salt or replacement of snow shovels.**

**Replenishment of a fire extinguisher.**

**Lock-outs (If you are locked out, please call all of your roommates first before you call Ed.)**

**General Apartment Repair**

**NUMBER 1- FIRST CALL for ALL ISSUES: Ed Grasmeyer: (802) 372.7207 or email:**

**[egrasmeyer@gmail.com](mailto:egrasmeyer@gmail.com)**

**Appliance Repair: A+ Appliance (802) 730.8113**

**Kelvin: (802) 730.8113 or email: a.appliancetech@hotmail.com.**

**Electrician: Bryon Ladd**

**Please call Bryon for smoke/carbon detector problems (802) 598.0250**

**Lawn Care/Snow Removal: Dave Cassell DC Property Maintenance LLC**

**Dave Cassell: (802) 881.8406 or email: cassman\_dave@yahoo.com**

**Locksmith Dion Security**

**(802) 658.7404 or email: [dionlocksmith@gmail.com](mailto:dionlocksmith@gmail.com).**

**Painting**

**Dawa Lama (347) 985.3725 or email: [dawa705@gmail.com](mailto:dawa705@gmail.com).**

**Pest Control LR Pest Elimination Services**

**(802) 658.3242 or email: [info@lrpest.com](mailto:info@lrpest.com).**