

**8 Greene Street Rental Properties LLC**  
7133 Spear St.  
Charlotte, VT. 05445  
<http://8greenestreet.com>

**Matthew Dawson**  
Phone: (802) 238-3307  
Fax: (802) 425-2622  
[mdawson@8greenestreet.com](mailto:mdawson@8greenestreet.com)

## LEASE

THIS AGREEMENT OF LEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as "Tenant," and **8 Greene Street Rental Properties LLC**, and their assigns, hereinafter referred to as "Landlord."

In consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant the following land and premises: **6 - 10 Greene Street, Apt. \_\_**

Unless indicated otherwise the premises shall be used as a personal residence and not otherwise. Only the persons who have executed this Lease as Tenants, and their children, shall be considered as Tenants hereunder. No other persons may reside at the premises.

2. Term. This Lease shall be for the term of 1 year, commencing on \_\_\_\_\_, \_\_\_\_\_, and terminating at **12:00 Noon** on \_\_\_\_\_.

3. Rent. Tenant shall pay to Landlord as rent for the initial term of this Lease, \$\_\_\_\_\_, to be paid in equal monthly installments of \$\_\_\_\_\_ on the 1st day of each rental month. Any portion of the rent that is not received by the 5th day of the rental month will be assessed a 7% late fee, which will be added to the remainder due.

Rent is payable without demand or notice. Any increase of rent shall take effect on the first day of the rental period following not less than 90 days actual notice to the Tenant. Actual notice shall be written notice which is hand-delivered or mailed to the Tenant's last known address.

No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent shall be deemed to be other than a payment on account, and no endorsement or statement on any check or other communication accompanying a check for payment of

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any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check as partial payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder or to pursue against Tenant any additional remedies available under this Lease or provided at law or in equity. This provision and the provisions to pay all sums under this Lease shall survive the Lease.

4. Notice to Vacate. Notice of termination shall be as required by Vermont law and City of Burlington Ordinance.

5. Security Deposit. Landlord hereby acknowledges the receipt from Tenant of \$\_\_\_\_\_ as a security deposit. The security deposit shall secure the performance of the Tenant's obligations under this lease and Vermont law. The Landlord may retain all or a portion of the security deposit to remedy defaults of Tenant, including but not limited to, 1) nonpayment of rent, 2) damage to the property of the Landlord unless the damage is the result of normal wear and tear, or the result of actions or events beyond the control of the Tenant, 3) nonpayment of utility or other charges which the Tenant is required to pay directly to the Landlord or to a utility, and 4) expenses required to remove from the apartment articles abandoned by the Tenant.

If there is more than one Tenant, the security deposit, minus any deductions shall be returned when all of the Tenants under this lease have vacated and/or abandoned the dwelling unit.

The security deposit shall bear interest at the passbook rate effective as of the execution of this lease.

The attached inspection checklist shall be used to determine the physical condition of the premises for the purpose of refunding any or all of the security deposit.

Tenant agrees to reimburse the Landlord for any deductions from the security deposit by the Landlord during the term of the lease. This reimbursement shall occur within ten (10) days of receipt of notice from the Landlord. It is the intent of this

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provision that the Landlord shall have a security deposit of \$\_\_\_\_\_ when the lease terminates or the Tenant vacates.

Landlord shall notify Tenants of the application of the security deposit in writing within 14 days from the date the Tenant vacated or abandoned the premises. Tenant shall notify Landlord of their forwarding address upon vacating the Premises. The notice shall itemize any deductions from the security deposit. Tenant shall also be informed of the opportunity to request a hearing before the Burlington Housing Board of Review within 30 days of receipt of the Landlord's written statement.

(a) Registration fee. Pursuant to section [18-15](#), a registration fee shall be charged for every rental unit in the city that is subject to periodic inspections. The fee shall be in the amount of one hundred dollars (\$100.00) per unit per year except for owner occupied dwellings with two or less units, in which case the fee shall be fifty dollars (\$50.00). Tenant shall be responsible to pay said fee to Landlord.

6. Utilities. Tenant shall pay for all utilities with respect to the premises, except [trash pickup](#), which Landlord will pay.

7. Municipal Assessments. Landlord shall pay all municipal assessments with respect to the demised premises except [city rental application fee \(\\$100.00\)](#), which Tenant shall pay.

8. Alterations. Tenant shall make no alterations, additions or improvements, including painting, to the demised premises without the prior written consent of Landlord.

9. Acceptance of Premises. Tenant has inspected the leased premises, and Tenant's acceptance of possession of the leased premises is conclusive evidence of its receipt in good order and repair, in the condition as set forth on the inspection checklist. Upon the termination of this lease, the Tenant shall thoroughly clean the leased premises and shall leave the leased premises and the improvements therein, in the

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same condition as at the commencement of this Lease, reasonable wear and tear excepted.

10. Assignment and Sub-Leasing. Tenant shall not assign, mortgage, pledge or encumber this Lease, or the demised premises, or sub-let the whole or any part of the demised premises without Landlord's prior written consent.

11. Holding Over. If Tenant should hold over and remain in possession of the leased premises after the expiration of this lease, it shall not be deemed or construed to be a renewal or extension of the lease term, but shall only operate to create a month-to-month tenancy. All other provisions of the lease agreement will remain in full force and effect.

12. Common Areas. The sidewalk, entrance, hall, passages, stairways, and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose than those of ingress or egress from the leased premises.

13. Refuse. Tenant shall dispose of all garbage and refuse in such a manner and at such times as Landlord shall direct.

14. Animals. No animals shall be permitted on the premises except pets which are identified in the attached Lease Addendum.

15. Tenant Obligations and Termination. Tenant shall not create or contribute to the noncompliance of the leased premises with regard to applicable building, housing, health regulations or Burlington Ordinance. Tenant shall promptly comply with all laws, orders, rules, and directions of all governmental authorities, property owners associations, insurance carriers or similar group. Tenant shall be responsible for the cost of any noncompliance that was created or contributed to by the Tenant or Tenant's guests.

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The Tenant shall maintain their unit free from rodent and insect infestations, including bed bugs. Tenant shall be responsible for extermination when the infestation is caused by Tenant's failure to maintain the dwelling unit or the Tenant introduces the rodent or insect into the unit.

Tenant shall not engage in any activity in or about the Premises which might increase the insurance premiums on the building in which the leased premises is located. If Tenant causes any increase in insurance premium, Tenant shall be responsible for paying the increase as added rent. Any unpaid amounts may be deducted from the security deposit by the Landlord.

The Tenants acknowledge that the Landlord has executed this lease based on the combined financial resources and credit of all of the Tenants. The Landlord would not sign this lease with any one of the Tenants individually. Therefore, it will be a breach of the lease when any Tenant vacates the unit, if that Tenant is not replaced by another Tenant, approved by the Landlord, with financial resources and credit equal to that of the vacating Tenant.

The Tenant shall not install additional or different locks or gates on any doors or windows of the leased premises without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks the Tenant agrees to provide the Landlord with a key to each lock. When this Lease ends, the Tenant agrees to return all keys to the leased premises to the Landlord. The Landlord may charge the Tenant \$50.00 if the key is not return to the Landlord or the lock and key must be replaced by the Landlord.

Tenant shall conduct himself or herself and require other persons in the premises with the Tenant's consent to conduct themselves in a manner that will not disturb other Tenants' peaceful enjoyment of the leased premises. Tenant shall not conduct himself, or permit others to conduct themselves in any activity which is illegal, nor shall the tenant occupy the leased premises in a manner which violates any state, local, or federal rules, regulation, statutes or ordinances.

Tenant acknowledges that Burlington has a Noise Control Ordinance. Landlord has furnished Tenant with a copy of Burlington's Noise Control Ordinance.

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The Tenant shall not deliberately or negligently destroy, deface, damage or remove any part of the leased premises or the building in which the leased premises is located, or its fixtures, mechanical systems furnishings or deliberately or negligently permit any person to do so.

If this is a month to month lease, the Landlord may terminate the lease for no cause by actual notice given to the Tenant at least 30 days prior to the termination date specified in the notice.

If this lease is for a term longer than month to month, tenant acknowledges that execution of this lease is receipt of written notice that this lease terminates for no cause upon the expiration of the initial term unless otherwise renewed or extended in writing by the landlord. No additional notice shall be required.

Any misrepresentation of information in Tenant's application to rent shall constitute good cause for termination of this lease.

If the Tenant acts in violation of this Lease Agreement or it is necessary for landlord to defend against tenant claims, and it is necessary for the Landlord to retain an attorney to secure the Landlord's rights and remedies, the Landlord shall be entitled to recover from the Tenant reasonable attorney's fees so incurred, together with any damages, costs, and expenses. Nonpayment of attorney's fees to landlord shall be grounds for termination of the lease and commencement of an action for ejectment.

16. Repairs and 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 the Tenant or a person on the leased premises with the Tenant's consent. Those repairs and maintenance which are the responsibility of the Tenant shall be performed by a contractor approved by the Landlord immediately upon demand of the Landlord. If the repairs and maintenance which are the obligation of the Tenant, are performed by the Landlord, the cost of such repairs and maintenance shall be paid by the Tenant in full on the next rental payment date hereunder as additional rental, or may be deducted from the Tenant's security deposit

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17. 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.

18. Access. The Landlord may enter the leased premises with the Tenant's consent, which consent shall not be unreasonably withheld.

The Landlord 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: 1) when necessary to inspect the leased premises; 2) to make necessary or agreed repairs, alterations or improvements, 3) to supply agreed services; or 4) to exhibit the leased premises to prospective or actual purchasers, mortgagees, Tenants, workers or contractors.

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

19. Hold Harmless. The Landlord shall not be liable for, and the Tenant shall hold the Landlord harmless and indemnify the Landlord from, injury or damage to persons or property occurring in or about the leased premises, unless resulting from the negligence or willful act of the Landlord or any of the Landlord's agents, servants or employees.

20. Tenant's Personal Property. Tenant shall protect his personal property with adequate personal property insurance.

Landlord is not responsible for loss of or damage to Tenant's personal property.

Landlord shall have no liability to the tenant, and the tenant shall indemnify and hold the landlord harmless from and against any and all claims arising from landlord's

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handling and/or disposal of any personal property remaining on the leased premises after the tenant has vacated.

It is agreed that any personal property remaining on the leased premises after the Tenant has vacated shall be deemed discarded by the Tenant and Landlord may dispose of the personal property without notice and without liability.

21. Partial or Total Destruction of Premises. In the event the Premises are totally or partially destroyed, and/or are uninhabitable, this lease, at the option of the Landlord, shall terminate. Providing that the destruction and/or uninhabitability of the premises is not due to the intentional or negligent acts of the Tenant, Tenant's obligation for the payment of rent hereunder shall cease upon receipt of Landlord's election to terminate the lease and Tenant actually vacating the Premises.

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

23. Delivery of Possession. The landlord's obligation to deliver possession of the leased premises is contingent upon the current occupant of the leased premises vacating the apartment and moving all of their personal property from the leased premises. The parties acknowledge that failure of the current occupant to deliver possession will cancel this lease, and all deposit money and prepaid rent paid shall be returned.

24. Joint and Several Liability. All the Tenants hereunder are jointly and severally liable for the performance of all of the obligations hereunder. Furthermore, this agreement shall be binding upon the heirs, assigns and legal representatives of the Landlord and Tenant hereunder.

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25. Partial Invalidity. If any term or provision of this lease is held invalid or unenforceable, said invalidity shall not affect the remainder of this lease which shall remain valid and enforceable to the fullest extent.

**Signors:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Tenant 1

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant 2

\_\_\_\_\_  
Tenant 3

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**Co-Signors:**

Co-signor hereby guarantees Tenant's performance of all obligations in this Lease, and Co-signor shall be liable to Landlord for all damages, court costs, sheriff's fees, and attorney's fees incurred by Landlord in securing Landlord's rights and remedies under this Lease and Vermont law.

Co-Signor \_\_\_\_\_

Co-Signor \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Co-Signor \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_