

# 'EXTRA GARAGE BAY' ADDENDUM TO LEASE

THIS ADDENDUM shall become a part of the original lease or rental agreement dated November 16, 2021 between Very Vermonty Corp., LANDLORD, and Nancy Dumont & Derek Schnee, TENANT, for the Residence located at 4494 Mountain Rd., Unit 2, Stowe, Vermont 05672.

## IDENTIFICATION OF PREMISES

Subject to the terms and conditions in this Addendum, Landlord rents to Tenant, and Tenant rents from Landlord, for residential storage purposes only, interior bay of Garage #11 which shall be referred to in this agreement as "Leased Premises" or "Premises" located inside of roadside building (containing Units 8 & 9) known as 4492 Mountain Rd., Stowe, VT 05672.

## TERM OF ADDENDUM

This agreement shall be in the form of a month-to-month tenancy beginning April 1, 2022. Duration and termination date of this addendum may be independent from the original lease. If either party desires to terminate this month-to-month tenancy such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination. Notices to terminate must be given on the first (1st) of the month.

## USE OF PROPERTY

No part of the premises' exterior may be used by Tenant for any purpose. Tenant agrees to use the Premises' interior bay exclusively for the storage of personal property, merchandise, supplies, or other material owned by Tenant and for no other use. No part of the Premises may be used for dwelling, sheltering live plants or animals, storing perishable foodstuffs, or operating appliances or machinery. The Tenant, Tenant's activities, and Tenant's stored personal property may not interfere with the peaceful enjoyment of occupants in the attached apartments or with the neighbors of adjacent properties. **QUIET HOURS 9:00pm-9:00am.**

## RENT & DEPOSITS

On signing this Agreement, Tenant shall pay to Landlord \$250.00 payable to Red Barn Realty as a First Month's Rent. Security Deposit funds held by Landlord under the original lease shall be applicable to remedy any default within this addendum. Rent is payable without demand or notice. Tenant shall pay to Landlord a monthly Rent of \$250.00, payable to Red Barn Realty in advance on the first (1st) day of each month. If not paid by designated date and time, Rent shall be considered overdue and delinquent.



## INDEMNIFICATION

Landlord shall not be liable for any damage or injury of or to the tenant, tenant's family, guests, invitees, agents or employees or to any other person entering the Premises or any building that is a part or lies upon the Premises, or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and tenant hereby agrees to indemnify, defend and hold landlord harmless from any and all claims or assertions of every kind and nature including, but not limited to, any damage or injury that arises from any contact, attack or interaction from or with any animals, domestic or wild, whether such damage or injury occurs on the Premises or off.

## RULES

The Tenant agrees not to use the Leased Premises for any unlawful purpose(s). No flammable or hazardous materials or open flames are permitted to be in or around the Leased Premises at any time. The Tenant may not use or store space heaters at any time in or around the Leased Premises.

TENANT INITIALS

## INSURANCE

Tenant agrees to be solely responsible for any damage(s) to or loss of Tenant's personal property. Landlord is not responsible for any loss due to fire, theft, water, wind, hurricane, or any cause whatsoever to tenant's property, nor is the Landlord required to carry any insurance to cover same. Tenant, at his own expense, shall obtain his own insurance, if any, for the property stored in the Premises.

## LANDLORD'S REMEDIES

If Tenant violates any part of this agreement including nonpayment of rent, Tenant shall be considered in default of this agreement. In the event Tenant fails to pay the rent under the terms and conditions of this agreement, Landlord may exercise the following within the timelines and confines of State Statutes: deny access until the rent and all outstanding charges are paid in full; remove any property within the storage space and release the premises; file a lien on any property placed in the storage space; and sell the property at public or private sale as provided by law.

## BINDING OF HEIRS AND ASSIGNS

All provisions, terms, and conditions of this Lease shall be binding to Tenant, Landlord, their heirs, Assignees, and Legal Successors.

## SEVERABILITY

If any part of this Lease is not valid, enforceable, binding or legal, it will not cancel or void the rest of the Lease Agreement. The remainder of the Lease will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state, and federal governments.

## PARAGRAPH HEADINGS

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

## WAIVER

If the Landlord fails to enforce any provision of this Lease Agreement, it is not a waiver of any future default or default of the remaining provisions. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant. By signing this Lease Agreement, Tenant certifies that he has read, understood, and agrees to comply with all terms and conditions of this lease and that he has received keys to the Leased Premises.

Tenant

Nancy du Mont

Date

3/21/22

Tenant

Derek Sauer

Date

3/21/22

Landlord/Agent \_\_\_\_\_ Date \_\_\_\_\_