

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

THIS LEASE, made at Stowe, County of Lamoille and State of Vermont by and between, **Clay and Paula Frazier** party of the first part, herein after referred to as LANDLORD, which expression include heirs, executors, administrators, and/or assigns where the context so requires and admits: Parties of the second part, **Melissa L. Schwab and Patric Schwab**, hereinafter called the TENANT, which expression shall include heirs, executors, administrators and or assigns where the context so requires and admits.

THEREFORE, the said LANDLORD does hereby demise and let unto the said TENANT the following described realty: 70 Scribner Rd, Stowe, Vermont to HAVE AND TO HOLD the above **demised premises with appurtenances thereof unto the TENANT for the period as follows: Twelve (12) month lease beginning October 10th 2022 and expiring October 10th 2023.**

1. The TENANT shall pay or cause to be paid the said LANDLORD, their agents heirs or assigns the sum of **\$1,800** per month plus utilities (propane heat and electric) as rent for said premises for the above mentioned period. Said rent shall be payable in advance, upon the first day of each calendar month to the following address: **204 North Tumbleweed Trail, Unit A Austin, TX 78733**. Venmo and/or Paypal is acceptable. Checks to be made payable to: **Pecan Breaks, LLC** In the event that rent is not paid in full within five (5) days after the due date, TENANT shall agree to pay a late charge of **\$50.00**. TENANT agrees further to pay **\$50.00** for each dishonored check. All unpaid rental amounts shall accrue interest at the rate of 18% per annum. The tenant shall be responsible for filling tank as needed during their lease period and at the lease end, tenant shall have propane tanks filled as they were filled by Landlord at lease start. Landlord shall order an electric meter readout upon initial move in and move out. Tenant shall be responsible for all electric charges during their lease period.

2. The TENANT shall at all times keep the premises in a safe, clean and healthful condition. They shall use and occupy said premises in a careful and prudent manner.

3. Landlord shall be responsible for all regular mowing and plowing costs. Any additional services ordered by the TENANT is the sole responsibility of the TENANT. LANDLORD shall pay all municipal assessments with respect to the demised premises.

4. The TENANT shall make no alterations, additions or improvements, including painting, to the demised premises without the prior written consent of the LANDLORD.

The TENANT shall pay for any damage to any property or replace same of equal value in case of damage to any property or replace same of equal value in case of damage to any of said property, particularly windows, lighting fixtures and plumbing fixtures; reasonable wear and tear and damage by fire or any other unavoidable casualty only excepted.

5. The TENANT shall surrender the premises peaceably and quietly to the said LANDLORD, their agents, heirs or assigns at the end of the aforementioned lease period in a condition as good as when possession is taken under this instrument; ordinary wear and tear and damage by fire or other unavoidable casualty only excepted. Upon the termination of this lease, the TENANT shall thoroughly clean the premises and shall leave the premises, and the improvements herein, in the same condition as at the commencement of this Lease, reasonable wear and tear excepted.
6. The LANDLORD, or their agent shall be allowed to enter said premises at reasonable times with 48 hour notice during the continuance of this lease, to inspect the premises, to make repairs or to show the property to third persons desirous of leasing or buying same, said premises shall not be used for income producing purposes without the permission of the LANDLORD or their agent in writing.
7. Non-payment of rent shall constitute a violation of this lease and the LANDLORD, or their agent shall have the right to require the removal of the TENANT from the premises immediately.
8. While this lease is in force, it is recommended the TENANT invest in their own liability and fire insurance on personal property. TENANT agrees to relieve and hereby relieve the LANDLORD from all liability by reason of any damage or injury to property or to TENANT or TENANT guests, servants or employees which may arise from the use or abuse of all or any of the property and premises. TENANT agrees to hold LANDLORD harmless for any claims for damages no matter how caused.
9. The number of permanent tenants shall be **two tenants and three dogs**. Occupancy by guests staying over two weeks will be considered a violation of this lease. It is expressly understood that this agreement is between the LANDLORD and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

10. In the event that the LANDLORD shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, LANDLORD shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

11. TENANT has deposited with **Paula Frazier**, the sum of **\$1,800 which shall continue to be held as a security deposit and additional \$1,800 which shall continue to be held for the last month of rent**. The LANDLORD will hold this security deposit for the period the TENANT occupies the apartment. The security deposit shall secure the performance of the TENANTS obligations to pay rent and to maintain the home. The LANDLORD may retain all or a portion of the security deposit for 1) non-payment of rent, 2) damage to the property of the LANDLORD unless damage is the result of normal wear and tear or the result of actions or events beyond the control of the TENANT, 3) non-payment of any 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. TENANT hereby agrees to pay an additional sum necessary to restore the premises or personalty to their original condition if the security deposit is not sufficient to cover the repairs. The deposit will not be returned if the TENANT does not occupy the premises or vacates the premises early. Following the termination of the tenancy, for any reason, LANDLORD will, within two weeks, either refund all or part of the security deposit, and provide tenant with a written itemization for any security deposit withheld.

12. The TENANT is responsible for keeping personal effects off walkways, steps and lawn. The walkways and steps are to be free and clear of debris at all times. TENANT agrees to abide by any and all house rules as may be promulgated at any time by the LANDLORD, including, without limitation, rules with respect to noise, odors, disposal of refuse, pets and parking.

13. All TENANTS share the responsibility for clearing snow and ice from the edge of the parking area to the entrance steps.

14. TENANT shall not assign this agreement or sublet any portion of the premises without prior written consent of the LANDLORD, or their agent.

15. There will be no holding over after expiration hereof, without written consent of the LANDLORD. A new lease will be signed in accordance with the terms hereof, if

applicable. TENANT will be given first right of refusal to rent said premises for an additional term agreed upon by both parties providing all of the above conditions have been adhered to the LANDLORD and their agents' satisfaction. In the event the TENANT does not wish to continue their tenancy they will allow LANDLORD to show the house to prospective lessees 30 days prior to the expiration of their lease.

The foregoing constitutes the entire agreement between the parties and may be modified only by written notice and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set or caused their hands to be set, as the case may be, on the date so written.

TENANT DATE

TENANT DATE

LANDLORD DATE

LANDLORD DATE