

This **LEASE** ("Lease") made and effective as of 11/6/2023 ("Effective Date") by and between **David and Amy Lemieux** ("Landlord") and Tenant (as identified below, individually and collectively as "Tenant") (Tenant together with Landlord, individually as the "Party" and collectively as the "Parties").

Tenant 1	Jacqueline Lemieux
Email Address	Jflemieu@uvm.edu
Cell	781-217-0001
Mailing Address	276 Salem St Wakefield MA 01880
Reference	

Tenant 2	Ava Mooney
Email Address	ava.mooney678@gmail.com
Cell	(914)-584-8035
Mailing Address	107 Hungerford Rd N Briarcliff Manor, NY 10510
Reference	

Tenant 3	Jackie O'Brien
Email Address	jackieobrien423@gmail.com
Cell	5085706132
Mailing Address	16 Homes Ave Franklin MA 02038
Reference	

Tenant 4	Lucia Kehoe
Email Address	luciaannekehoe@gmail.com
Cell	(508) 570-6047
Mailing Address	11 Concetta Way Franklin MA 02038

Reference

NOW THEREFORE, in consideration of the terms and conditions hereafter contained in this Lease, the Parties agree:

1. **LEASED PREMISES.** Landlord, in consideration of the Rental Payment (as defined in this Lease), provides the unfurnished house (the "Leased Premises") located at **10 East Avenue** (the "Property"), in the City of Burlington, County of Chittenden, State of Vermont. The Leased Premises may not be occupied by anyone other than Tenant.

2. **TERM.** The term of this Lease starts on **June 1, 2024** ("Commencement Date") and terminates on **May 23, 2025** ("Termination Date"). Tenant shall vacate and surrender the Property by 11:59PM on the Termination Date. There is no proration for vacating the Property and surrendering the Leases Premises prior to the Termination Date. If Tenant is unable to take possession of the Leased Premises on the Commencement Date, Landlord shall neither be held liable for any damages caused thereby nor shall this Lease be void or violable.

3. **RENT; LATE PAYMENT; DELINQUENCIES; FEES.** Tenant shall pay as rent without demand for the term of this Lease in the amount of **\$3800.00 per month** ("Rental Payment"). Landlord shall receive Rental Payment by check, money order, Venmo (@Dave-Lemieux) or Zelle by the 1st day of each and every month during the term of this Lease. If Rental Payment is not received by the 5th of the month that it is due, Rental Payment will be considered late and Tenant shall pay a late fee equal to 5% of the Rental Payment. On the 6th day of the month, the process of eviction can begin. All delinquencies (which shall include any or all charges) shall be reported to local and national credit reporting agencies if Tenant does not cure delinquencies within 30 days and or if the Parties end up in court with a judgment. The last month of the Term, Tenant shall vacate the Property without any reduction in Rental Payment. This Lease is subject to all fees set forth in **SCHEDULE I** attached hereto.

4. **SECURITY DEPOSIT.** This Lease is subject to the Security Deposit Agreement, attached hereto as **EXHIBIT A**. Notwithstanding anything to the contrary, the Security Deposit **WILL NOT BE ACCEPTED** as the last month's lease payment. Any remaining amounts of the Security Deposit shall be returned to Tenant only after presentation of a payment receipt from the applicable company indicating payment of utilities in full for the period which Tenant occupied Leased Premises. Landlord shall only be required to return any balance of the Security Deposit owed via one check made payable to Tenant or in a manner agreed to by the Parties.

5. **UTILITIES – TENANT.** Tenant shall pay for all utility expenses (including gas, electric, telephone, cable and internet) incurred during the term of this Lease. Tenant is responsible for maintaining a minimum temperature of 65 degrees Fahrenheit in Leased Premises during the winter months. Tenant must reimburse Landlord for any pipe freezing problems, subsequent repair and damages caused by Tenant's negligence. If the heat or other utilities cease for any cause not within control of Landlord, the obligation of Tenant under the terms of this Lease shall not be affected thereby, nor shall any claim against Landlord accrue to Tenant by reason thereof. Tenant shall provide Landlord with a paid receipt of Tenant's utility bills before any Security Deposit will be returned.

6. **UTILITIES AND SERVICES – LANDLORD** Landlord shall be responsible for the payment of real estate taxes assessed against the Property and the reasonable cost of water and trash removal.

7. **HOUSEKEEPING – TENANT.** Tenant shall keep and maintain Leased Premises and the commons areas of the Property in a clean and sanitary condition at all times. The Leased Premises is leased in "AS IS" condition. Tenant will immediately notify Landlord in the event of any leaking faucet and/or maintenance problems.

(a) **NON-OBSTRUCTION.** The grounds, sidewalk, entrance, hall, passages, stairways and other common areas of building shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress or egress from Leased Premises. 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. Tenant shall not remove any tree, shrubbery, vine or other plant from area around Building and shall not store personal possessions in the common area or basement.

(b) **SNOW REMOVAL.** Tenant shall be responsible for keeping the parking area, driveway, the walkway and the stairs clear of snow. Tenant shall not block the driveway. Tenant is responsible for any and all sanding in case of ice and snow, to include walkways, stairways, steps, parking, and common areas, etc.

(c) **TRASH DISPOSAL.** Tenant shall comply with all state and local laws and regulations concerning the

of all other trash inside the designated container. Tenant shall pay all fines issued by the City of Burlington or trash hauler due of Tenant's lack of participation in the Burlington Mandatory Recycling Program. Tenant shall pay for all trash removal if Tenant does not participate weekly in recycling program. The dumpster is provided for household trash only.

(d) **PARKING.** Tenant shall park Tenant's Vehicle as identified in Schedule II in its designated parking port. Parking is provided at the Tenant's sole risk. Landlord is not responsible for any of Tenant's personal property including Vehicle.

8. **SAFETY EQUIPMENT.** Tenant acknowledges there are smoke detectors, carbon monoxide detectors and fire extinguishers are safety equipment and in good working condition, will keep the smoke detectors, carbon monoxide detectors and fire extinguishers in working order, and will test it once a month. Tenant must immediately notify Landlord upon discovery of any problems with any such safety equipment. Tenant agrees to replace any non-working safety equipment at Landlord's expense in the event that Landlord does not replace the faulty safety equipment within one (1) business day of notification by Tenant to Landlord. Tenant agrees to refrain from tampering with any safety equipment. **ANY SMOKE DETECTOR FOUND DISCONNECTED CAN RESULT IN THE FOLLOWING: EVICTION, VT STATE FINE (up to \$1,000.00) AND A CITY FINE. LANDLORD HAS TENANT'S PERMISSION TO PHOTOGRAPH AND REPORT ANY DISCONNECTION TO THE STATE AND CITY INSPECTORS.**

9. PROHIBITED USES AND ITEMS

(a) **NON-RESIDENTIAL USE.** The Leased Premises is limited to residential use only. Tenant shall not use the Leased Premises for commercial, industrial or other non-residential use. In addition, Tenant shall not sublet, which includes but not limited to, allowing any third party to use the Leased Premises at any time.

(b) **UNLAWFUL ACTIVITY.** Tenant shall not use nor allow Leased Premises or any part of the Property for any unlawful purpose, including, but not limited to, underage drinking and illegal drug use.

(c) **ILLEGAL SUBSTANCES.** Illegal substances such as illegal drugs or drug paraphernalia are prohibited on the Property.

(d) **HAZARDOUS MATERIALS.** Hazardous materials (including, but not limited to, this includes firearms, grills, tiki lights, string lights, and barbeques) and substances, and waterbeds are prohibited on the Property. (e)

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

(f) **NOISE/ PEACEFUL ENJOYMENT.** Tenants shall conduct themselves and require other persons on the Property to conduct themselves in a manner that will not disturb other tenants' or neighbors' peaceful enjoyment of their premises.

(g) **SMOKING.** Smoking of any kind is prohibited on the Property.

(h) **BASEMENT.** Use of the basement of Property for storage or any other use is prohibited. Landlord assumes no responsibility whatsoever for any items left in the basement or common area.

(i) **PLUMBING.** Tenant shall not flush or otherwise dispose of or caused other persons to flush or otherwise dispose feminine toilet articles in the toilet. Tenant shall not dispose of oil, any grease or corrosive matter or other damaging or congestive items into the plumbing system.

(j) **RENOVATIONS.** Tenant shall not make any renovations or alterations or redecoration of the Leased Premises without the prior written approval from Landlord nor shall Tenant drive nails or screws into or otherwise mar or damage the walls, floors, plastering, woodworking or other parts of Leased Premises.

(k) **MAJOR APPLIANCE.** Install any major appliance, i.e. refrigerator, stove, washer, dryer and any unless provided by Landlord.

(l) **SATELLITE/ TELECOMMUNICATION SYSTEM.** Installation of any satellite system, telecommunication system or other items of any kind that will be fixed or otherwise attached to Leased Premises or the Property is prohibited.

(m) **CHANGING LOCK/ ACCESS.** Tenant shall not install additional or different locks or gates on any doors or window of Leased Premises or Property without the written consent of Landlord. If Landlord approves Tenant's request to install such locks, Tenant agrees to provide Landlord with a key to each lock.

(n) **ANIMAL.** No animal of any kind is permitted in the Leases Premises except for the animal as recently photographed as **SCHEDULE II** attached hereto. Tenant hereby affirms that the animal is trained to be inside a house and is neither dangerous nor noisy. Tenant is responsible for any damages or harm caused by the animal to the Property including the Lease Premises and to any person.

10. **ACCESS.** Landlord and/or its representative may enter Leased Premises between the hours of 9:00 a.m. Eastern Time and 9:00 p.m. Eastern Time on no less than 48 hours notice: (a) when necessary to inspect Leased Premises; (b) to make necessary or agreed upon repairs, alterations or improvements; or (c) exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, contractors or inspectors. Landlord and/or its representative may enter Leased Premises without notice when Landlord and/or its representative reasonably believe that there is imminent danger to any person or to Building or if repairs,

determined by Landlord. If windows are left open during a rainstorm or the heating season, Tenant agrees to immediate access or entry to premises by the Landlord and/or its representative to close or repair.

11. **[Intentionally deleted]**.

12. **RENTERS INSURANCE.** Tenant shall secure, at its option, renters insurance which includes personal property coverage and liability coverage. Tenant agrees and acknowledges that Landlord does not carry any insurance on behalf of Tenant, and it is recommended that Tenant obtain renter's insurance so as to cover or protect against damage to Tenant's personal belongings. Landlord shall not be responsible for any causes of any kind including "acts of God," which damages Tenant's personal property.

13. **EARLY TERMINATION.**

- (o) **TERMINATION BY TENANT.** Unless set forth in subsection (p) and (q) below, Tenant shall forfeit the Security Deposit if Tenant ends the Lease before the Termination Date, and Tenant shall remain completely responsible to pay Rental Payments, utilities and all fees, expenses and costs. Tenant, at its sole cost and expense, may seek a replacement tenant. However, Landlord has no obligation to accept a replacement tenant presented by Tenant.
- (p) **TERMINATION BY LANDLORD.** This Lease may be terminated by Landlord in the event of Tenant's (1) failure to pay Rental Payment for any month when due; (2) knowingly submits false or misleading information on any documents, including but not limited to, Tenant application or other forms; or (3) failure to satisfy any terms of this Lease (each an "Event of Default"). Tenant shall be responsible for all costs and expenses incurred as a result of an Event of Default, including but not limited to, reasonable attorney's fees.
- (q) **TERMINATION CAUSED BY CASUALTY.** If Leased Premises shall be destroyed by fire or other casualty, not caused by Tenant or that of the agent or invitee of Tenant and shall be so damaged that Landlord decides that repair is not warranted economically, then this Lease shall terminate, and Rental Payment for the period in which Leased Premises are not habitable shall not be owed. If Leased Premises shall become partially uninhabitable because of fire or other casualty, not caused by Tenant or that of the agent or invitee of Tenant, then a just, proportionate part of Rental Payment shall be abated until Leased Premises is restored to its former condition of the Commencement Date.

14. **VACATING.** On the Termination Date or sooner pursuant to the Early Termination section above, Tenant shall surrender Leased Premises to Landlord, remove all personal property and trash, and have Leased Premises, fixtures and appliances, including but not limited to: the stove, oven, kitchen counters, all windows, floors, bathtub, toilets and sinks, cleaned by professional cleaner prior to vacating Leased Premises and shall be in as good condition as when received. Tenant shall immediately return all keys to Leased Premises to Landlord prior to vacating the Property. If Tenant fails to perform its obligations prior to vacating Leased Premises, Landlord may perform Tenant's obligations and Tenants shall reimburse Landlord for all fees, cost and expense. If Tenant vacates prior to the Termination Date, Tenant shall provide Landlord with 30 calendar days' written notice of its intent to vacate.

15. **SUBLET; ASSIGNMENT; AMENDMENT.** Tenant shall not sublet Leased Premises or any portion thereof nor assign the Lease without the express written consent of Landlord. Any assignment without the prior written approval of Landlord in violation of this Lease shall be void. Upon written notice to Tenant, Landlord may assign any of its rights and obligations under this Lease to its successors or assigns. This Lease shall not be supplemented, amended or modified in any manner whatsoever (including without limitation by course of dealing or of performance or usage of trade) except in writing signed by the Parties.

16. **HOLDING OVER.** If Tenant hold over and remain in possession of the Leased Premises after the Termination Date, without Landlord's written consent, it 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.

17. **LEGAL FEES.** If Tenant breaches this Lease, Landlord shall be entitled to recover from reasonable legal fees from Tenant including, but not limited to, attorney's fees, sheriff's fee, court filing fees, and postage fees, together with any damages or other costs and expenses incurred, and furthermore, said breach shall be grounds for termination of this Lease and commencement of an action for ejectment.

18. **TIME IS OF THE ESSENCE.** It is understood and agreed that the time and strict performance of all the terms herein, by Tenant to be performed and reserved, shall be of the essence.

19. **NOTICES.** Except as otherwise set forth in this Lease, all notices required under this Lease shall be in writing and shall be by personal delivery, overnight mail, cell phone or e-mail transmission. Notwithstanding the foregoing, in the event there are two or more Tenants named on this Lease, service of any notice by Landlord on any one Tenant named herein shall be construed

20. **JOINT AND SEVERAL LIABILITY.** All Tenants hereunder are jointly and severally liable for the performance of all of the obligations hereunder. Furthermore, this Lease shall be binding upon the heirs, assigns and legal representatives of Tenant hereunder.

21. **LEAD PAINT DISCLOSURE.** Tenant has received a copy of the Protect Your Family pamphlet (https://www.epa.gov/sites/production/files/2017-06/documents/pyf_color_booklet_format_2017_508.pdf) explaining the dangers of lead in the home and how to protect from lead-based paint hazards.

22. **DEFAMATION/SLANDER.** Tenant shall not publicly attack/criticize Landlord or any of their entities, employees, associates or partner (internet, Facebook, public forums, blogs, social networks etc.). Similarly, all parties agree not post on blogs, community groups or any social media in a way which brings a bad name to each other. Any evidence of this will result in a \$500.00 fine per entry.

23. **CITY OF BURLINGTON NOISE ORDINANCE.** The noise ordinance is in effect 24 hours a day. 1st ticket \$200-500.00 fine and community service hours. 2nd & subsequent tickets \$300.00-500.00 fine and community service hours. 3rd includes a \$500.00 fine & a criminal misdemeanor/record. If it is a party or social event, Tenant will be issued a ticket, whether Tenant is present or not. Landlord will automatically be notified.

24. **SUBORDINATION.** This Lease shall be subject and subordinated to any mortgage and any method of financing or refinancing now or hereafter placed against the Leased Premises. Upon the request of Landlord, Tenant shall complete any form stating the terms of this Lease and any modifications there to and status of the Rental Payment.

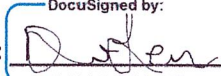
25. **GOVERNING LAW; JURISDICTION; VENUE.** This Lease shall be governed in all respects by the laws of the State of Vermont without regard to conflicts of law principles. The Vermont courts of Chittenden County located in the City of Burlington shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and each Party hereby consents to the jurisdiction and venue of such courts.

26. **SEVERABILITY.** In the event that any covenant, provision or restriction contained in this Lease is found to be void or unenforceable (in whole or in part) by a court of competent jurisdiction, it shall not affect or impair the validity of any other covenant, provisions or restrictions contained herein, nor shall it affect the validity or enforceability of such provisions in any other jurisdiction or in regard to other circumstances. Any covenants, provisions or restrictions found to be void or unenforceable are declared to be separate and distinct, and the remaining covenants, provisions and restrictions shall remain in full force and effect.

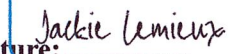
27. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement among the Parties. Any prior understanding or representation, oral or written, relating to the subject matter hereof preceding the date of this Lease will not be binding upon either Party and is hereby superseded. If there is a conflict between the terms of this Lease and the terms or any other part of any other agreement entered into prior to the date of this Lease, the terms of this Lease shall govern. Any amendments or modifications to the terms of this Lease shall not be valid unless set forth in writing and signed by both Parties. This Lease may be executed in as many counterparts as may be required, each of which when delivered is an original but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Lease effective as of the Effective Date.

LANDLORD: David and Amy Lemieux

DocuSigned by:
Signature: 
A95C3198BD2148F...

TENANT 1: Signed by:

Signature: 
D89F2D93F852405...

TENANT 2:

Signed by:

Signature:

Ava Mooney

0745BAFDA99F468...

Please provide a copy of your Government Issued ID

TENANT 3:

Signed by:

Signature:

[Signature]

C24CE705A561422...

Please provide a copy of your Government Issued ID

TENANT 4:

Signed by:

Signature:

[Signature]

9B1420214CB9428...

Please provide a copy of your Government Issued ID

SCHEDULE I

LIST OF FINES AND FEES CHARGED BY LANDLORD

Rental Payment

- \$50.00 flat fee for each occurrence for each item any check returned by a bank.
- 5% late fee for late Rental Payment

Locks

- \$50.00 flat fee for each occurrence for Tenant's lock out of Leased Premises.
- \$100.00 flat fee for each occurrence for Tenant's lost key.
- \$200.00 flat fee for each occurrence for replacement of the lock.

Prohibited Use/Item

- \$1,000 fine for each occurrence of possessing any hazardous materials (including, but not limited to, this includes firearms, grills, tiki lights, string lights, barbeques).
- \$1,000.00 fine for each occurrence of smoking marijuana, cigarettes, bongs or hookahs in Leased Premises or Property.
- \$1,000.00 fine for each occurrence for Tenant or its invitees or guests found on the roof.
- \$200.00 fine for each occurrence for Tenant or its invitees or guests found parking in areas other than the designated parking spot.
- \$200.00 fine for each occurrence for any unauthorized animal.
- \$200.00 fine for each window open while heat is on during heating season.
- \$200.00 daily fee for Tenant's trash is found outside the container.

Re-Tenancing

- An amount equal to the Rental Payment for each occurrence in re-tenancing the Leases Preemies to a replacement tenant.

Repairs, Cleaning and Painting

- \$100.00 hourly fee for any necessary repair and cleaning, or painting beyond that resulting from "normal wear and tear" required to Leased Premises, or if damage caused by Tenant, to the Leased Premises.
- \$200.00 hourly fee for any necessary painting beyond that resulting from "normal wear and tear" required to Leased Premises, or if damage caused by Tenant, to the Leased Premises.

Third Party Expenses

- The Lease is subject to any costs and expenses charged by third parties in connection with the foregoing items.

Leased Premises is intended, without negligence, carelessness, accident or abuse of Leased Premises or supplied equipment or appliances by Tenant or its invitees or guests.

SCHEDULE II

A. VEHICLE. Please complete this Schedule II to include the information below:

Make:

Model:

Color:

License Plate Number:

B. VEHICLE. Please complete this Schedule II to include the information below:

Make:

Model:

Color:

License Plate Number:

C. ANIMAL. Please complete this Schedule II to include the information below and a recent

photo of the animal: Breed:

Weight:

Age:

SECURITY DEPOSIT AGREEMENT

This **SECURITY DEPOSIT AGREEMENT** made and effective as of June 5, 2022 ("Effective Date") by and between **David and Amy Lemieux** ("Landlord") and Tenant (as identified below, individually and collectively as "Tenant") (Tenant together with Landlord, individually as the "Party" and collectively as the "Parties").

TENANT:

Full Legal Name:

Mailing address:

Cell Number:

Email Address:

LEASED PREMISES: House located at 10 East Avenue, Burlington, Vermont.

NOW THEREFORE, in consideration of the terms and conditions hereafter contained in the Lease made and effective as of the Effective Date by and among the Parties, the Parties agree:

28. **SECURITY DEPOSIT.** On the date of execution of this Lease, Tenant agrees to deposit with Landlord:

(a) \$3,600.00 security deposit *plus* a \$500.00 animal deposit if applicable and upon landlord approval, to be held by Landlord.

Landlord may retain all or a portion of the Security Deposit for (a) nonpayment of the Rental Payment, (b) nonpayment of utility or other charges which Tenant is required to pay directly to Landlord or to a utility, (c) damage to the property of Landlord unless the damage is the result of "normal wear and tear," (d) expenses required to remove, from Leased Premises, articles abandoned by Tenant; and (e) any breach of this Lease that caused damage to Landlord, including but not limited to, all reasonable costs involved in re-renting Leased Premises, including advertisement and Rental Payment applied through the date of replacement. The foregoing charges are subject to, although not limited to, the "List of Fines and Fees" attached as Schedule I to the Lease. The Security Deposit and the non-refundable inspection fee shall in no way limit or preclude Landlord from seeking additional sums from Tenant for damage caused by Tenant in an amount that exceeds the Security Deposit. Notwithstanding anything to the contrary, the Security Deposit WILL NOT BE ACCEPTED as the last month's lease payment. Any remaining amounts of the Security Deposit shall be returned to Tenant only after presentation of a payment receipt from the applicable company indicating payment of utilities in full for the period which Tenant occupied Leased Premises. Landlord shall only be required to return any balance of the Security Deposit owed via one check made payable to Tenant or in a manner agreed to by the Parties.

Landlord: Amy and David Lemieux (signature): *David Lemieux*

Tenant 1 : Jacqueline Lemieux (signature): _____

Tenant 2 : Ava Mooney (signature): *Ava Mooney*

Tenant 3 : _____ (signature): _____

Tenant 4 : _____ (signature): _____