

1800 Mountain Road
PO Drawer 539
Stowe, Vermont 05672
USA



Main (802) 253.9771
Fax (802) 253.9993
Toll Free (800) 253.2700
www.pallspera.com

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on the 9 day of February, 2019, by and between Jennifer Muskopf and Ian Whitmarsh, both of 739 Alcatraz Ave. Oakland CA. 94609 (collectively "Lessee"), and C Noel Sweeney, (collectively "Lessor").

For Three thousand dollars (\$3,000) and other good and valuable consideration, the Lessor hereby lets and leases unto the Lessee the certain and premises, subject to the following terms and conditions:

1. Premises. Lessor hereby leases to the Lessee the premises located at 443 Grow Rd. Johnson, Vermont 05656 (the "Premises").

2. Term. The term of this Lease shall commence June 15, 2019, and terminate on July 30, 2019.

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3. Rent. Lessee shall pay Three thousand dollars (\$3,000) for the rental term, which shall be paid \$1,166.67 upon signing of this lease. \$1,166.67 will be paid by April 1, 2019 and \$1166.66 to be paid by May 1, 2019.

4. Security Deposit. Lessor requires a \$500.00 security deposit from the Lessee. Security Deposit will be returned within 14 days of the end of lease minus any damage repair cost and exit clean a price that will be determined by condition of property at time of departure.

5. Utilities. Lessee shall be responsible for paying when billed all electric and heat bills over \$80.00 during the term of this Lease. Lessor shall be responsible for any and all road and driveway repairs.

6. Acceptance of the Premises. Lessee shall, at their own expense and at all times, maintain the Premises in a clean and sanitary condition and shall surrender the same at the termination hereof, in as good condition and repair as received, normal wear and tear excepted. Lessor shall be responsible for keeping up and maintaining the structural condition and all utility services of the Premises.

7. Default. In the event that Lessor or Lessee shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the Premises, the prevailing party shall be

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entitled to all costs incurred in connection with such action, including but not limited to reasonable attorney's fees, such costs and fees to be paid by the non-prevailing party.

8. **Damage: Repairs and Maintenance.** Lessee shall be responsible for all repairs and maintenance of the Premises except for those repairs that are necessitated by the negligent or deliberate acts or omissions of the Lessor, its guests, and invitees or such other persons who are on the Premises at Lessor's request, in which circumstance Lessor shall have the repair or maintenance performed upon the request of Lessee. If such repairs or maintenance that are or become the responsibility of Lessee are performed by or on behalf of Lessor, Lessee shall reimburse Lessor.

9. **Termination.** This Lease will expire and terminate upon the last day of the term above written. Upon termination of this Lease, Lessor shall have an immediate right to re-enter and possess the Premises.

10. **Insurance: Risk of Loss.** Lessor shall keep the Premises insured against destruction by fire and other casualty. Lessor is not responsible for any loss, damage or expense suffered by any person or person's property on or about the Premises, except those matters arising from the negligence, omission, fault, wrongful act or other misconduct of the Lessor or their agents or employees. If any party hereto incurs any damage or expense due to any such claim, the responsible party will reimburse the prevailing party for such damage or expense. Lessee hereby acknowledges that it shall be the Lessee's sole responsibility, at Lessee's sole cost and expense, to obtain renters insurance for Lessee's personal property.

11. **Tenancy.** It is the understanding and intent of both Lessor and Lessee that the terms of this agreement do not create a traditional tenancy nor a landlord/tenant relationship as defined under Vermont Law, and as such is not subject to the laws governing the same.

12. **Severability.** If any term or provision of this Lease Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

13. **Miscellaneous.** This Lease shall inure to the benefit of the parties and their respective heirs, assigns, and successors in interest; constitutes the entire agreement between the

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parties hereto and may be modified only in writing executed by both parties; and shall be governed in accordance with the laws of the State of Vermont.

IN WITNESS WHEREOF, we hereby affix our hands and seals as of the date first written above.

LESSEE:

A handwritten signature in blue ink, appearing to read "Jennifer Muskopf", is written over a horizontal line.

Feb. 9, 2019
Jennifer Muskopf, Lessee

A handwritten signature in blue ink, appearing to read "Ian Whitmarsh", is written over a horizontal line.

Feb. 9, 2019

Ian Whitmarsh, Lessee

LESSOR

C. Noel Sweeney, Lessor

LEADING
REAL ESTATE
COMPANIES
of THE WORLD

LUXURY
PORTFOLIO
INTERNATIONAL