

VALLEY VIEW FARM

Southern Apartment #2

This is a lease, made and entered into as of ~~5/14/2018~~ between Dr. Gretchen Rous Besser, of Morrisville, Vermont, 05661, hereinafter called the "Landlord", and Justin Betzina, Noella Paz and _____, hereinafter called the "tenants."

1. The Landlord rents and leases to the tenants premises known as the southern apartment #2 in the yellow farm house, 3828B Stagecoach Road, Morrisville, Vermont from 6/1/2018 until 6/1/2019, hereinafter referred to as "the term." The yellow farmhouse is part of what is known as Valley View Farm (sometimes referred to hereafter as "the farm").

The leased premises shall be occupied solely by the tenants and their immediate family.

The premises will be used for residential purposes only.

This lease shall not be sublet without the written consent of the Landlord, consent not to be unreasonably withheld.

The tenants shall keep no more than one vehicle apiece, including but not limited to trucks, motorcycles, and cars, on or adjacent to the premises. All vehicles shall be parked so as not to interfere with operation of the farm or the access of others to Valley View Farm. These vehicles must be both operable and currently licensed.

Laundry and Basement:

There are a washer and dryer in the basement of the yellow house, which Tenants have license to use. The basement, however, is **not** a part of the leased premises and if Tenants use same or the laundry facilities therein, they do so at their own risk. If they use them, Tenants will cooperate in keeping these appliances and surroundings clean and cleaning the filter in the dryer as needed. Tenants acknowledge that they have been advised by the Landlord that the basement on occasion becomes wet, moldy. There are two sump pumps in the basement, designed to pump out water in the event the basement becomes flooded. If either pump is inoperable, tenants shall immediately notify Landlord.

The front porch or deck is **not** a part of the leased premises, but tenants have a license to use same. Tenants acknowledge that they have been advised that the railing on the deck does not comply with current fire code regulations.

2. **RENT:** Rent shall be \$_975.00____ per month, payable in advance, upon the first day of each calendar month commencing as of ____15th_____ to Landlord at 3679 Stagecoach Road, Morrisville, Vermont, 05661. In the event the rent is not paid within five (5) days after the due date, Tenants agree to pay a late charge of \$15.00. Tenants agree further to pay \$20.00 for each dishonored bank check.

Tenants have paid the rent for [first month] and [last month], receipt of which Landlord acknowledges.

3. **“AS IS” RENTAL.** Tenants acknowledge that they have inspected the premises and are leasing same “as is”, with no further improvements or additions required from the Landlord. Tenants agree that by taking possession of the premises they will confirm that same are clean and fit for occupancy and that all appliances are in working order.

4. Tenants will keep and maintain all portions of the premises in as good a state of repair as the same are turned over to the tenants, reasonable wear and tear excepted. This includes woodwork, walls, floors, ceilings, windows, screens, doors, carpet, shades, electric grounds, phone jacks, plumbing, and outside, all of which may be inspected by the Landlord on reasonable notice to tenants and upon notice from the tenants of intent to vacate.

There shall be no physical alterations or additions to the premises without the Landlord’s consent in writing.

The wood stove on the premises is inoperable and may not be used for any fire burning purpose; tenants acknowledge that any such use may pose a fire or other hazard to the premises.

No light bulb greater than 60 watts shall be used in any overhead fixture.
Energy-saving bulbs are recommended.

Tenants shall not deface the walls nor put any holes therein or adhesive thereon except with the Landlord’s consent, which consent will not be unreasonably withheld.

5. Tenants may keep pets on the premises subject to Landlord’s approval, not to be unreasonably withheld, but Tenants shall be responsible for any and all damage caused by such

pets on or off the premises. Tenants shall keep pets under control at all times and prevent them from interfering with the useful and enjoyable occupancy of the adjacent carriage house. Nor shall a dog be tied up outside for any period of time whatsoever.

6. The tenants are responsible for paying for the repair of any damage done to any of the buildings or grounds by tenants, their families, guests or pets. If the tenants notice any signs of damage to the premises or signs of any negative physical attribute, including but not limited to water leaks, extreme floor or wall or ceiling cracks, insect infestation, appliance breakdown, electrical, plumbing, heating or roof damage, they immediately will notify Landlord by phone and same shall be promptly repaired at Landlord's sole cost and expense, unless same is caused by tenants. Tenants shall be liable for any additional expense or costs caused by failure to so notify the Landlord.

Unless specifically authorized by Landlord, tenants shall not on their own initiative directly call or engage any contractor, fuel or electricity supplier, etc. to render any services in connection with the leased premises. In the event any such services are required, tenants shall immediately notify Landlord.

7. The tenants agree to keep the premises clean in and around the house and to maintain proper sanitation of the area by removing trash in a timely manner. Specifically, tenants will keep grounds clear from pet excrement.

8. There is an adjoining (larger) apartment on the north side of the leased premises. There is also a house to the west of the yellow house and north of the barn on Valley View Farm (known as the "Carriage House"), both of which Landlord leases to other tenants. Accordingly:

- a. Tenants' use and occupancy of the premises shall not unreasonably interfere with the use and occupancy of the adjoining apartment, the Carriage House or the operation of the farm.
- b. Tenants are responsible for shoveling and maintaining access to the entrances to the premises and to cooperate with Landlord's plowing, grass cutting and maintenance of the outdoor area.
- c. Landlord obtains electricity from Morrisville Water and Light Company and fuel oil from Bourne's Energy. Neither the electricity nor the fuel is separately metered.
 - (1) Tenants agree to pay 40% of the heating and electricity costs when the northern apartment is occupied. When the northern apartment is unoccupied, tenants shall pay 100% of the electricity charges, and 100% of the fuel charges for the months of June through September. For the months of October through May, tenants shall pay the following percentages of fuel costs: October — 90%; November -- 80%; December, January and February -- 75%; March -- 80%, April -- 90%.
 - (2) Landlord pays electricity bills to Morrisville Water & Light and fuel charges to Bourne's Energy. Bourne's affords a prompt payment discount. Because landlord has laid out these funds for the benefit of tenants, tenants must reimburse her as soon as they receive bills there for. **If not paid within 5 days of delivery of bills**, tenants will pay a late charge of \$15.00.

(3) Fuel and electricity charges shall be deemed "rent" for all purposes in this lease, and default in payment of same shall entitle Landlord to the same rights and remedies as she has in case of non-payment of rent.

9. The tenants shall not engage in, or allow any other person, pet, or animal to engage in any conduct that will disturb the quiet and peaceable enjoyment of the other tenants on Valley View Farm, neighbors, Landlord, or use the premises for any purpose whatsoever that violates the laws of the United States, the State of Vermont, or the Town of Morrisville.

10. The tenants shall not smoke or permit smoking inside the apartment, on the premises, or on the deck. Smoking is not permitted anywhere on Valley View Farm.

11. Tenants and their families and guests are not permitted inside the barn unless invited. Pets are prohibited at all times from entering the barn or horse pastures.

12. **DEFAULT:** Should the tenants default in the payment of any rent or other obligation due under this lease, and such default continues after written notice of ten business days, the balance of the rent due under this lease shall become immediately due and payable to Landlord, and the Landlord shall be entitled to possession of the premises, at Landlord's option in accordance with the Landlord and Tenants Act, and the Landlord shall have the right to store and/or dispose of any personalty left on such premises by tenants in accordance with said Act, and thereafter the tenants shall be

liable to the Landlord for any amounts uncollected from such disposition, and the expenses therefor, including a reasonable attorney's fee.

13. The tenants shall check all smoke and fire alarms every three months, replacing the batteries as needed to ensure that adequate warning is provided.

Landlord represents that at the commencement of the term, same shall be in good working order.

14. Landlord has obtained insurance to cover the Landlord's interest and liability, but does not insure the tenants' belongings or for damage caused by their negligence.

15. After the expiration of the term, without notice from the Landlord, tenants shall give possession of the premises to Landlord and upon tenants' failure to do so shall become liable to the Landlord for additional one-month extensions of this lease.

16. Landlord may, at reasonable times, and with reasonable advance notice to the tenants, enter the leased premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders, or tenants.

17. On occupying the premises, tenants will receive 4 keys to the premises (2 for the front vestibule and 2 for the entrance door). All keys are to be returned to Landlord on expiration of the term. Tenants shall pay Landlord \$10 per key not returned.

18. Tenants have paid to Albert G. Besser, Esq., escrowee security in the amount of one month's rent, receipt of which the escrowee acknowledges, to secure performance of all tenants' obligations under this lease, including but not limited to their obligation to leave the premises on termination of the lease in the same condition as they were at the commencement of the term, normal wear and tear excepted.

Tenants may not use the security or any portion thereof in lieu of their rent

obligations under this lease. The security will be deposited by the escrowee in a *separate escrow account* separate escrow account

Landlord may at her sole option, but at tenants' expense, on termination of this lease engage a professional cleaner to clean the premises in order to restore them to move-in condition. The escrowee shall deduct from the refundable security and pay to Landlord any monetary obligation due her under this lease, including but not limited to unpaid rent, utility bills and the cost of cleaning the premises and restoring them to move-in condition, repairing nail holes, etc. The entire security/cleaning deposit, after any deductions, will be refunded to the tenants within 14-21 days after the term, if the premises are left in move-in condition, reasonable wear and tear excepted.

In witness where of, the parties there to have signed this lease as of the day and year above written.

[Signature]

[Tenant]

[Signature]

Dr. Gretchen Rous Besser, Landlord

[Signature]

[Tenant B]

[Tenant C]

☒ Albert G. Besser, Esq., escrowee, acknowledges receipt of [insert] pursuant to par. 18 of this lease.

____ 1st and 1 month security deposit \$975.00 paid at signing of lease and \$975.00 due 10 days before move in ____

Albert G. Besser, Esq.

[Signature] *[Initials]*

8