

LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") dated as of the 1st day of March, 2019, by and between Andante, LLC, a Vermont limited liability company having a place of business in Stowe, Vermont (hereinafter "Landlord"), and Nicole Deslandes and Neil Walton Deslandes, of Stowe, Vermont (hereinafter "Tenant").

WITNESSETH:

Section 1. Demise, Description of Premises. Landlord does hereby demise, let, rent and lease unto the Tenant, and the Tenant hereby rents from the Landlord, a certain dwelling apartment identified as Unit #13 of the Gale Farm Center located at 1880 Mountain Road in Stowe, Vermont. Said residence shall hereinafter be referred to as the "Premises".

Section 2. Term of Lease. Said Premises are hereby leased to Tenant, subject to all of the terms and conditions contained herein, for a term of one (1) year commencing as of March 1, 2019, and ending February 28, 2020, and subject to terms and conditions set forth herein.

Section 3. Rent.

a. Tenant agrees to pay to Landlord the amount of One Thousand Two Hundred no/100 US Dollars (\$ 1,200.00) per month in advance on the first of each month for the term of this lease.

b. Tenant has paid a security deposit in the amount of \$ 1,200.00 US to Landlord as security for Tenant's obligations under this Lease. Said total sum (\$1,200.00) shall be returned to Tenant by hand delivery or by mailing it to Tenant's last known address within fourteen (14) days of the termination of this Lease or any renewal thereof, together with an itemized list of any deductions. Landlord may retain all or a portion of the security deposit for nonpayment of rent, damage to the Premises or to Landlord's personal property beyond normal wear and tear, nonpayment of utility or other charges which Tenant was required to pay, cleaning expenses required to restore the Premises to the level of cleanliness at the commencement of this lease, and expenses required to remove Tenant should Tenant hold over.

Section 4. Use and Occupancy of the Premises.

a. Tenant agrees that the Premises shall be limited to 2 persons and occupied solely by Nicole Deslandes and Neil Walton Deslandes. Any other person not herein named is prohibited from occupying the Premises without Landlord's written consent.

b. The Premises will be used solely for residential purposes. No other, different or additional use of the Premises shall be permitted except with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. At no time will the Premises be used for illegal or immoral purposes. In no event shall Tenant store on the premises or discharge into the environment, or permit to be stored or discharged, any hazardous materials or hazardous waste, as those terms are defined by state and



federal law, except those, if any, used for ordinary residential purposes and in accordance with state and federal law.

c. Tenant shall comply with the rules and regulations as set forth on Schedule A attached hereto and incorporated herein as if set forth in full.

Section 5. Utilities. Tenant shall be responsible for arranging and paying for all utilities, including but not limited to electricity, telephone, cable, and internet, if applicable. Tenant shall place all utility accounts in Tenant's name

Section 6. Pets. No pets shall be brought on the Premises without the prior written consent of Landlord. Tenant shall be responsible for repairing all damage that may be caused by such pet(s) and agrees to carry insurance to cover possible liability and damage, if the Landlord so requests. An additional deposit of \$300.00 will be required for each pet permitted to reside in the Premises, except that the deposit for each cat shall be \$600.00.

Section 7. Landlord's Right of Access and Use. Landlord and Landlord's agents shall have the right to enter the Premises in a reasonable manner and with at least 24 hours prior notice to examine or inspect the same, to undertake normal repairs and maintenance, to show it to prospective purchasers, renters, or lenders, or to display or remove the usual "for sale," "for rent," or "vacancy" signs. Notwithstanding the foregoing, in the event of an emergency, Landlord and Landlord's agents shall have the right to immediate access at any time and without notice.

Section 8. Condition of Premises. Tenant has been afforded full opportunity to examine and inspect the Premises, and hereby acknowledges and agrees that Tenant is leasing the Premises in an "as is" condition, and that Landlord has made no promises or representations that said Premises shall be renovated, repaired or improved in any manner prior to or after the execution of this Lease, except as provided in Section 9 hereof.

Section 9. Care of Premises.

a. Tenant shall be responsible for all upkeep and general maintenance of the Premises, and shall keep and maintain the Premises in a clean and sanitary condition at all times. Landlord shall be responsible for maintenance, repairs, and replacement of structural components and all heating, plumbing, electrical and other systems and equipment located in or upon the Premises, unless damage to structural components or heating, plumbing, electrical and other systems and equipment located in or upon the Premises is caused by the misuse or negligence of the Tenant, their guests, or invitees. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the Premises without the prior written consent of Landlord. A consent by Landlord to consent to such redecoration or alteration, or to any other addition or improvement, shall not be deemed a consent to future redecoration, alteration, or to any addition or improvement. Tenant hereby agrees to give immediate notice to Landlord in case of fire or accident to or defect in any fixture or equipment of the Premises.

b. Landlord shall be responsible for the pick-up and disposal of household waste and/or recycling on a weekly basis, and lawn maintenance, snow removal, and all other building and grounds maintenance.



Section 10. Repairs and Alterations.

a. Landlord shall be responsible for repairs to the Premises, unless caused by the negligence of Tenant or his or her guests and invitees and for which Tenant shall be responsible. Tenant shall promptly notify Landlord of the need for any such repair of which the Tenant becomes aware.

b. At the commencement of this lease, Landlord shall undertake such actions as shall render the Premises in a condition suitable for occupancy for residential use. During the terms of this lease, Landlord shall repair such subsequent changes in condition which may render the Premises uninhabitable, except that Tenant shall be responsible for undertaking repair of all deteriorations or injuries to the Premises due to the failure to exercise ordinary care or other degree of culpability. However, no duty of care on the part of Landlord shall arise with respect to the repairs to habitability under this section if Tenant is in substantial violation of any one or more of the following obligations set forth on Schedule A hereto.

Section 11. Assignment, Subletting. Without the prior written consent of Landlord (which consent the Landlord shall not unreasonably withhold or delay), neither Tenant, nor Tenant's legal representatives or successors in interest shall assign or mortgage this Lease, by operation of law or otherwise, or sublet the whole or any part of the Premises. Any consent by Landlord to any act of assignment or subletting shall be held to apply only to the specific transaction thereby authorized.

Section 12. Casualty Loss. If, at any time during the term hereof, the Premises or any part thereof shall be damaged or destroyed by fire or other occurrence (including any occurrence for which insurance coverage was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Landlord, at its option and no later than One Hundred Twenty (120) days from such fire or other occurrence, may terminate this Lease and the parties shall proceed as provided in Section 20. Tenant shall be entitled to an abatement, allowance, reduction or suspension of rent if part or all of the Premises shall be untenable owing to the partial or total destruction thereof.

Section 13. Condemnation or Eminent Domain. If, at any time during the term of this lease, title to a substantial portion of the Premises (meaning hereby so much as shall render the remaining portion substantially unusable by the Tenant for the purposes set forth in Section 4) shall be taken by exercise of the right of condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right (all such proceedings being collectively referred to as a "taking in condemnation"), this lease shall terminate and expire on the date of such taking and the rent shall be apportioned and paid to the date of the award.

Section 14. Personal Property. Tenant shall be solely responsible for all personal property placed upon the Premises by Tenant during the term of this Lease. Further, at the expiration or earlier termination of this Lease, Tenant shall remove all said personal property from the Premises exercising due care not to damage the Premises such removal. Tenant shall repair any and all damage done to the Premises by the removal of said personal property. In the event that Tenant fails to remove any personal property or other belongings at the termination of this Lease, Tenant shall be



responsible for any and all costs that Landlord may incur for the removal and/or disposal thereof.

Section 15. Default. If default shall be made in the due and punctual payment of rent, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of fifteen (15) days and for an additional forty-eight (48) hours after written notice from Landlord that such rent has not been paid within said fifteen (15) days' grace period, then Tenant shall immediately vacate the Premises and surrender the same to Landlord. In the event Tenant fails to so vacate and surrender the Premises, Tenant shall pay all costs reasonably incurred by Landlord in requiring Tenant to vacate, including reasonable attorneys' fees.

Section 16. Past Due Rent and Additional Rent. If Tenant shall fail to pay, when the same is due and payable, any rent due hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 18% per annum (1.5% per month) on the unpaid overdue amount.

Section 17. No Smoking. This is a non-smoking residence. Neither the Tenant or his or her guests, or invitees shall be allowed to smoke in the Premises. Tenant also agrees to refrain from burning candles or incense. Any violation shall be deemed a material violation of this agreement. Tenant understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to deodorizing carpet, wax removal, additional paint preparation, replacement of drapes, repair or replacement of carpet, countertops, or other surface damaged due to burn marks or smoke damage. Tenant agrees to pay \$50.00 per day to ionize the Premises to remove any unwanted smoke odors.

Section 18. Landlord's Covenants. Landlord warrants that it has good right and marketable title to the Premises free and clear of all encumbrances, and the right to lease said Premises in manner aforesaid; and that Landlord will suffer and permit Tenant so long as the said Premises during the term aforesaid, without hindrance or molestation from Landlord or any person claiming by, from or under Landlord.

Section 19. Quiet Enjoyment. Landlord covenants that Tenant, on paying all rent required to be paid by Tenant, and performing the other covenants and undertakings by Tenant to be performed, shall and may peaceably have and enjoy said Premises for the term aforesaid in accordance with the terms of this Lease.

Section 20. Removal and Surrender. Tenant will, at the expiration or earlier termination of this Lease, peaceably surrender the Premises and all improvements thereon, other than those removed by Tenant.

Section 21. Attorneys Fees. In the event that an action is filed to enforce any of the terms of this lease, the prevailing party shall be entitled to be reimbursed by the unsuccessful party for all costs incurred by the prevailing party, including reasonable attorneys fees.

Section 22. Other Conditions.



Section 23. Entire Agreement, Applicable Law. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, unless the same are in writing and signed by or on behalf of the party to be charged. The captions or particular sections are inserted as a matter of convenience only and in no way affect or define the scope or intent of this Lease or any provision thereof. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Vermont.

Section 24. Notices. Any notices to be given pursuant to this Lease Agreement shall be in writing mailed or telecopied to such party at the party's last known address, or to such other person, address, or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or communication shall be deemed given if mailed, when deposited in the United States mails postage prepaid, or, if sent by telecopy, when transmitted.

Landlord:
Andante, LLC, c/o Pall Spera
P.O. Box 3049
Stowe, VT 05672
Phone (802) 371-8334

Tenant:
Nicole Deslandes & Neil W. Deslandes
1880 Mountain Road, Unit #13
Stowe, VT 05672
Phone (802) 399-6519 Neil
Phone (404) 664-0342 Nicole

IN WITNESS WHEREOF, the parties have executed this Lease, in duplicate originals, as of the date first above written.

LANDLORD

Pall Spera for Andante 7/14/19

TENANT

Nicole Deslandes

TENANT

N. Deslandes

(RS)