

Dr. Gretchen Rous Besser

3679 Stagecoach Road
Morrisville, VT 05661
802-888-3967
grbesser@gmail.com

November 17, 2017

Michelle Dallimonte
Valley View Farm
3828 Stagecoach Road, Apt. C
Morrisville, VT 05661

Dear Michelle,

This letter will confirm extension of your lease for Apartment C, the Carriage House, on Valley View Farm, on a month-to-month basis starting December 10, 2017. The terms of the lease shall be exactly the same as those stipulated in the lease signed December 10, 2016, except that the lease shall be terminable, in writing, with no less than two months' notice.

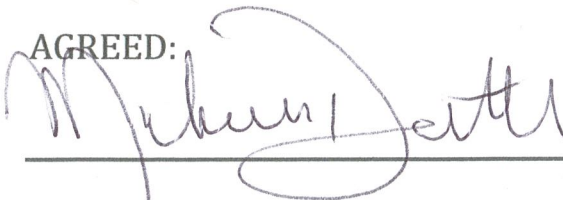
To signify agreement, please sign one copy and return to me.

Sincerely,



Gretchen Rous Besser

AGREED:



Date: _____

RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT

LONG TERM RENTAL (30 DAYS OR LONGER) ~~2492~~ 23454

This is a legally binding contract. If not understood, seek competent legal advice.

Pursuant to this Rental Agreement and Security Deposit Receipt (the "Agreement"), the undersigned person(s) or company (whether singular or plural, the "Renter") agrees to rent the property described hereinafter for the rental payment and upon the terms and conditions contained in this Agreement.

Name(s): Michelle Dalimonte

Address: 3828C Stagecoach Rd Morrisville, VT 05661

Home Telephone No.:

Email Address: zoeleah9597@gmail.com

1. The Property. The property is described as follows: Carriage House at Valley View Farm (the "Property"). Included with the Property are the appliances, equipment and other wares incident to rental of the Property.
2. The Rental Agent. Stowe Country Rentals, Inc., a Vermont corporation having its principal place of business and office at 541 South Main Street in Stowe, Vermont 05672, d/b/a Stowe Country Homes (the "Agent") is the rental agent acting on behalf of the owner(s) (whether singular or plural, the "Owner") of the Property, Dr. Gretchen Rous Besser.
3. Term. The term of this lease shall commence on Saturday, December 10, 2016 at 4:00PM and shall expire on Sunday, December 10, 2017 at 10:00AM. Time is of the essence regarding the commencement and expiration times, and any earlier commencement or later expiration times shall require mutual written agreement and may result in additional charges.

4. Rental Payment and Related Charges. The rental payment and related charges and the security deposit are as follows:

Rent	\$12,300.00
Security Deposit	\$1,000.00
<hr/>	
Total Charges	\$13,300.00

- a. Schedule of Payments. Payment in the amount of \$3,050.00, consisting of the first and last months rental payment and the security deposit, shall be made by Renter upon signing this Agreement. Thereafter, on the 10th day of each month, Renter shall pay a monthly installment of \$1,025.00 without deduction, setoff, prior notice, or demand, in advance in consecutive monthly payments throughout the term of this lease until the full rental payment for the term of the lease has been paid.
- b. Method of Payment. Payment may be made by personal check or wire transfer directly to the Owner, Dr. Gretchen Rous Besser. In the event the rent is not paid within five (5) days after the due date, tenant agrees to pay a late charge of \$15.00. Tenant agrees further to pay \$20.00 for each dishonored bank check.
5. Security Deposit. The security deposit is intended as security for the faithful performance by Renter of the terms of this Agreement. Without limitation, Owner may retain all or a portion of the security deposit for nonpayment of rent, damage to the Owner's property, nonpayment of utility or other charges which Renter was required to pay and expenses required to remove from the Property articles abandoned by Renter. Renter hereby agrees that the security deposit will not be used for the payment of any month's rent. Agent shall return the security deposit to Renter, less any deductions utilized for any of the aforestated purposes as specified in a written statement accompanying the return of the security deposit, by first class, postage prepaid mail to Renter's aforestated address within fourteen (14) calendar days from the date of expiration of the rental period.

6. Cancellation. If Renter provides written notice of cancellation at least sixty (60) days prior to commencement of the lease term, Agent shall return the security deposit and cleaning charge made by Renter. If written notice of cancellation is received less than sixty (60) days prior to commencement of the lease term, Agent shall return the security deposit but retain any payments made and owed by Renter. In the event Agent is able to re-rent the Property to another renter for the same or more rental payment as provided in this Agreement, provided however that Agent shall be under no obligation or expectation to do so, then Agent will return to Renter the security deposit and all payments made by Renter, less any expenses incurred by Agent in re-renting the Property. Renter acknowledges and confirms that these remedies are reasonable liquidated damages for Renter's failure to carry out Renter's responsibilities under this Agreement.

7. Condition and Use of Property. The Property is leased in its AS IS condition. Occupancy of the Property shall be limited to 1 adults and 0 children, all of whom shall comply with the conditions and restrictions imposed upon Renter under this Agreement. A reasonable number of guests and visitors shall be allowed for visiting but not occupancy. Renter shall use the Property for residential purposes only in a careful manner so as to prevent any damage, injury, deterioration, or loss to the Property. Renter shall prevent any soiling, staining, or damage to carpet, furnishings, floors, woodwork, and walls. Renter shall keep and maintain the Property in good order and repair at all times and in a clean and sanitary condition, free from rubbish and dirt, with prompt and regular removal of trash and garbage. Any damage, soiling, or other injury to the Property caused or allowed by Renter shall be promptly repaired, cleaned, and restored at Renter's sole expense. No smoking is allowed at any time on the Property. No pets are allowed, unless specified in Section 18 of this Agreement, Additional Terms and Conditions, addressing the type and number of pets and additional security deposit requirements and precautions required for pets. Renter shall not engage in or allow any activities that would create a nuisance or be in any way unlawful, noxious or offensive, keeping in mind the residential character of the area. Renter shall comply with all rules, regulations, and other requirements of Owner and any community association or other covenants, conditions, and restrictions that are applicable to the Property. Use of the Property by Renter and Renter's family members,

visitors, and guests shall be at their own risk. Renter shall not make or permit to be made any alterations, additions, improvements, or changes to the Property without in each case first obtaining the written consent of Owner. At the end of the lease term, Renter shall quit and deliver the Property to Owner in as good condition as it is on the date of this Agreement, ordinary wear and tear excepted.

8. Owners Upkeep Responsibilities. Owner shall be responsible for keeping the Leased Property in good operating condition, including: all utility and operating systems (e.g., water supply, wastewater disposal, heating, electrical service); appliances (e.g., refrigerator, oven/range, dishwasher, clothes washer and dryer); and structural components (e.g., roof, wall, and floor structures, basement, stairways).

9. Utilities and Services. Renter shall pay for the following costs for utility services and maintenance to the Property:

Basic Telephone: Monthly basic telephone charge

Electric: Electric Utilities

Fuel: Heat

Internet: High Speed internet

Long Distance: Long distance telephone

Satellite or Cable: Satellite or Cable

Trash: Weekly trash

Departure Cleaning: \$25/hr (as needed)

Owner represents that when the term commences the fuel tank will be filled and all utility charges paid. On termination of the lease, tenants,

at their expense, shall fill the fuel tank and pay all outstanding utility charges.

10. Entry and Inspection. Owner and Agent reserve the right to enter the Property at reasonable times and upon reasonable advance notice for the purposes of inspecting the Property, making necessary or agreed repairs, alterations or improvements, supplying agreed services or showing the Property to prospective purchasers, renters, or other authorized persons. If Owner or Agent has reasonable belief that there is imminent danger to any person or property, Owner or Agent may enter the Property without advance notice.
11. Default. If Renter shall fail to comply with and carry out Renter's obligations and responsibilities under this Agreement, then upon written notice from Owner as prescribed by Vermont law, Renter shall surrender possession of the Property, remove all of Renter's property and belongings therefrom, and leave the Property in good order and repair free of any damage, soiling, or staining, and clean and free of all rubbish or trash. Agent may re-enter the Property and take all actions to repossess the Property. The security deposit shall be returned to Renter, less any necessary deductions as recited hereinbefore, but there shall be no refund of any portion of the rental payment and other charges paid by Renter. Renter acknowledges and confirms that these remedies are reasonable liquidated damages for Renter's failure to carry out Renter's responsibilities under this Agreement. In the event legal action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to reimbursement from the other party for all costs and expenses incurred in any such enforcement means or actions, including reasonable attorneys' fees.
12. Assignment or Subleasing. Renter shall not assign or sublet the Property or permit the use of any portion of the Property by other persons who are not family members or guests of Renter included as permitted occupants under this Agreement.

13. Risk of Loss. Renter agrees that all personal property, furnishings, furniture, and personal effects brought into the Property shall be at the sole risk of Renter with regard to any theft, damage, destruction, or other loss. Renter assumes all risk related to use of the Property by Renter and Renter's family members, guests, and invitees, and Renter acknowledges and agrees that Owner and Agent have advised the Renter to obtain insurance coverage for Renter's personal property.
14. Indemnity. Owner and Agent shall not be liable for any damage or injury to Renter, or any other person, or to any property, occurring on the Property, or any part thereof, and Renter agrees to hold Owner and Agent harmless from any losses or claims for damages (including reasonable attorneys' fees) that arise during Renter's occupancy of the Property, no matter how caused.
15. Unavailability of Property. In the event the Property is not available for use during the term of the lease due to reasons, events, or circumstances beyond the control of Owner, Agent will apply due diligent good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, amenities, location, and the like that meets the reasonable satisfaction of Renter. If such replacement property cannot be located and made available to Renter, Agent shall immediately return all payments made by Renter, whereupon this Agreement shall be terminated, and Owner, Renter and Agent will have no further obligations or liabilities in any manner pertaining to this Agreement.
16. Destruction of Property and Eminent Domain. In the event the Property is destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Renter, or if the Property is taken by eminent domain, this Agreement shall be terminated from such time, except for the purpose of enforcing rights that may have then accrued under this Agreement. The rental shall then be accounted for between Owner and Renter up to the time of such destruction or taking of the Property, Renter paying up to such date and Owner

Owner

Additional Terms and Conditions:

1. The tenant shall keep no more than one vehicle, including but not limited to trucks, motorcycles, and cars, in the parking areas adjacent to the premises. This vehicle must be both operable and currently licensed. Tenant shall park their vehicle so as not to interfere with ingress to and egress from the premises, and shall not interfere with access to the barn and the bays to the north of the barn on the farm on which the premises are located or the yellow farm house to the east of the carriage house.
2. Tenant is allowed one pet but shall be responsible for any and all damage caused by such pet on or off the premises. Tenant shall keep pet under control at all times and prevent it from interfering with the useful and enjoyable occupancy of the adjacent farmhouse. Nor shall the dog be tied up outside for any period of time whatsoever.
3. If the tenant notices any sign of damage to the premises or signs of any negative physical conditions, including but not limited to water leaks or freezes, extreme floor or wall or ceiling cracks, insect infestation, appliance breakdown, electrical, plumbing, heating or roof damage, the tenant immediately will notify Stowe Country Homes by phone, e-mail and in person and same shall be promptly repaired at Owner's sole cost and expense, unless same is caused by tenant. Tenant shall be liable for any additional expense or costs caused by failure to so notify the Owner.
4. The tenant shall check all smoke alarms every three months, replacing the batteries as needed to ensure that adequate warning is provided. Owner represents that, as at the commencement of the term, same shall be in good working order.
5. The tenant is responsible for shoveling path and otherwise maintaining access to the premises and cooperating with Owner's plowing, mowing and maintenance of the outdoor area.
6. There is a yellow farmhouse with two apartments therein immediately to the east of the leased premises. Also, the premises are a portion of a working farm known as Valley View Farm. Accordingly:
Tenants' use and occupancy of the premises and the parking of their vehicles shall not unreasonably interfere with the use and occupancy of the adjacent apartments in the yellow farmhouse or the operation of the farm.
7. The tenant shall not engage in, or allow any other person, pet, or animal to engage in any activity that will disturb the quiet and peaceable enjoyment of the tenants in the yellow farm house, nor shall they use the premises for any purpose whatsoever that violates the laws of the United States, the State of Vermont, or the Town of Morrisville.
8. The tenant shall not smoke nor permit smoking inside the apartment or on any part of the farm premises. Smoking is not permitted on Valley View Farm.
9. The tenant 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.

MMI)

10. Owner has obtained insurance to cover the Owner's interest in the premises and liability, but does not insure the tenants' belongings or damage or injury caused by tenants' negligence.

MMI)

11. All keys are to be returned to Owner on expiration of the term. \$10 per key not returned.

MMI)

12. At the tenant's expense and upon departure, the apartment will be professionally cleaned in order to restore it to move-in condition.

MMI)

13. Tenant will keep the refrigerator and stove/oven in the kitchen clean and in good and workable condition, and once a month will vacuum underneath the refrigerator. Tenant to remove the lint from the dryer with each use.

MMI)

14. Bournes is familiar with the service of the property and is recommended for fuel consumption.

MMI)

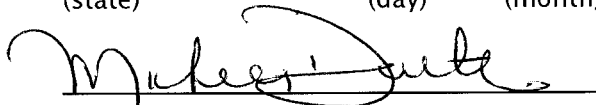
15. The tenant has inspected the property prior to the execution of this lease.

refunding the rent collected beyond such date. Should only a part of the Property be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Renter, the rental shall abate in the proportion that the injured part bears to the whole Property. The part so destroyed shall be restored by Owner as quickly as practicable, after which the full rent shall recommence and the lease will continue according to its terms. Any condemnation award concerning the Property shall belong exclusively to Owner.

17. General Provisions. This Agreement contains all understandings and agreements between the parties hereto and may only be amended by written instrument signed by the parties. No failure or forbearance by Owner or Agent to enforce compliance by Renter with any provisions of this Agreement shall be deemed to be a waiver of the right to demand full and exact compliance by Renter at any later time. Interpretation and enforcement of this Agreement shall be governed by the laws of the State of Vermont.


18. Additional Terms and Conditions: See Attached Addendum

Dated at Stowe, VT on this 5 day of 12 2016
(city/town) (state) (day) (month) (year)


Renter

Renter

Dated at _____, _____ on this 6 day of 12 2016
(city/town) (state) (day) (month) (year)


Owner

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) ☒ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Paint on "Manufactured" windows - siding

- (ii) ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) ☒ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

EPA form - Report from Crestone Environmental

- (ii) ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) ☐ Lessee has received copies of all information listed above.
- (d) ☐ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

- (e) ☐ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>GR Basser</u>	<u>11/25/16</u>	_____ Date	_____ Date
<u>M. Hester</u>	<u>12/15/16</u>	_____ Date	_____ Date
<u>Alissa Cross</u>	<u>11/29/16</u>	_____ Date	_____ Date