

Fixed-Term Residential Lease
pertaining exclusively to
311 Mountain Road, Stowe, Vermont 05672
Apartment _____ at The Lodge at Santos

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between

[List names of ALL adults who will live on the premises. Names MUST match legal documents provided for I.D.]

("Tenant") and **Garcia&Jimenez Properties** / Miguel Garcia("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purpose only, the premises located at 311 Mountain Road, Stowe, Vermont 05672, Apartment _____ of The Lodge at Santos("the premises"), together with the following furnishings and appliances:

Stove, Refrigerator, Dishwasher, Washer & Dryer, Gas Fireplace* and A/C Unit*

which may not be moved, removed, or replaced without written consent from landlord.

*Gas Fireplace is for Winter time only and the pilot should be kept in efficient mode.

***The A/C unit is for summer use only and is intended to be used to cool the bedroom and not the whole apartment. A/C unit should be turned off when not in use.** Also included in this rental are the following items which must remain upon Tenant's vacating premises:

- 1) Mr. Coffee Coffee Maker
- 2) Oster Bread Toaster
- 3) Glassware (4 tall, 4 juice, 4 rocks, 4 wine glasses, 4 Champagne flutes)
- 4) 3 Chef's Knife Set
- 5) China (4 Dinner plates, 4 Appetizer plates, 4 Soup bowls, 4 Coffee Cups)
- 6) Silverware for 6 people
- 7) Wooden Salad Bowl with Serving utensils and 4 wooden bowls
- 8) Brand new Sleeper Sofa
- 9) Small Square Side Table for Sofa
- 10) 1 Throw for Sofa
- 11) 4 Sofa Cushions (2 beige, 2 prints)
- 12) 32" Samsung Flatscreen TV with Remote Control
- 13) Memorex DVD Player with Remote Control
- 14) Dining Room Table
- 15) 4 Dining Chairs
- 16) 1 Wood Cutting Board
- 17) 3 Plastic Cooking Utensils (slotted spoon, spoon and spatula)
- 18) 1 small mixing whisk
- 19) 3 wood cooking spoons
- 20) 1 can opener
- 21) 1 cooking scissors

Will
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- 22) 1 vegetable peeler
- 23) 1 corckscrew
- 24) 2 Kitchen Towels
- 25) 1 Paper Towel Dispenser
- 26) 1 Kitchen Dish Soap dispenser
- 27) 1 Kitchen Aid 10" non stick saute pan
- 28) 1 Kitchen Aid 8" non stick saute pan
- 29) 1 Kitchen Aid 8qt. non stick pot w/ lid
- 30) 1 Kitchen Aid 3qt. non stick pot w/ lid
- 31) 1 Kitchen Aid 2qt. non stick pot w/ lid
- 32) 1 Kitchen Aid 1qt. non stick pot w/ lid
- 33) Tall Kitchen Plastic Garbage Can
- 34) Cooking Gel Pad Rug
- 35) 1 Broom and 1 Swifer Broom
- 36) ~~6~~ Big Towels
- 37) ~~6~~ Hand Towels
- 38) ~~2~~ Towel Shower Mats
- 39) 2 # Sets of Bed Linens for Queen Bed and 2 # Sets of Linens for Sleeper Sofa
- 40) 1 Queen Bed with 1 Queen Mattress
- 41) 1 Dresser with 5 drawers
- 42) 2 bed night side tables
- 43) 2 bed Lamps
- 44) Artwork
- 45) Windows Shades in every window

Will
update

Rental of the premises also includes parking for 1 vehicle. Only the following vehicle, of the undersigned tenants, shall be permitted to be parked at the leased Premises:

Lic. Plate# _____, **Year** _____ **Make/Model**, _____

*Note: There is no assigned parking for the apartments, parking is shared with the Restaurant and other Apartments so at some occasions there could be limited availability. Tenant(s) must inform Landlord within 48 hours of any change in vehicle or license plate information listed above. No unlicensed, unregistered, or inoperable motor vehicles can be parked or stored at the leased premises which do not comply with this section to be towed or otherwise removed from the premises. Tenant agrees that landlord shall have no liability to tenant or the owner of the vehicle for any lost, cost, damage or claims associated with the removal or towing of a vehicle as permitted under this lease.

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement. Only the persons who have executed this Lease as Tenants shall be considered as tenants hereunder. No other persons may reside at the premises. Guests of Tenants are not entitled to park on the property described in this lease.

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Occupancy by guests for more than 7 consecutive days in any six-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on _____, and end on _____.

If the tenants vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occurs:

- (i) Landlord and Tenant formally extend this Vermont Lease Agreement in writing or create and execute a new, written, and signed Vermont Lease Agreement; or
- (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice (including forwarding address) of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate must include a forwarding address and may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Vermont Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Vermont Lease Agreement shall remain in full force and effect. Time is the essence for providing notice of termination (strict compliance with dates which notice must be provided is required).

Clause 5. Payment of Rent

Monthly Rent

Tenant will pay to Landlord a monthly Rent of \$ 1400⁰⁰.

All checks must be made to **Garcia & Jimenez Properties, LLC.** and mail to the following address: _____

Clause 6. Returned Checks, Application of Funds, & Rent Increases

Returned Checks. If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds (NSF), a "stop payment", or any other reason. Tenant will pay Landlord a returned check charge of \$50.00.

Clause 7. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$400⁰⁰ as a **security deposit**. Within 14 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

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DEDUCTIONS. Landlord may deduct reasonable charges from the security deposit for:

- (1) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (2) Pet violation charges;
- (3) Replacing unreturned keys or other security devices;
- (4) The removal of unauthorized locks or fixtures installed by Tenant;
- (5) Insufficient light bulbs;
- (6) Packing, removing, and storing abandoned property;
- (7) Removing abandoned or illegally parked vehicles;
- (8) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (9) Other items Tenant is responsible to pay under this Lease.

Clause 8. Utilities

Landlord will pay for all utility charges including but not limited to: heat, water and electricity. Tenant shall be responsible of taking its own Trash to the Town of Stowe Dumpster across the street. No trash bags may be left at any moment in the hallway of the apartments.

Clause 9. Assignment and Subletting

Tenant shall not assign this Vermont Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Vermont Lease Agreement.

Clause 10. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the inside of the premises clean, sanitary, and in good condition. **Failure to maintain the premises in a neat and clean manner, consistent with the premises original condition, may result in eviction.** Upon termination of the tenancy, Tenant will return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect. Tenant has examined the premises, including appliances, fixtures, carpets, floors, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted by Tenant in a separate Property Condition Agreement

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Clause 11. Repairs and Alterations by Tenant

Tenant shall make no alterations to the building, including satellite dishes or any other equipment sold or provided by a service vendor, or improvements on the Premises or construct any building or make any other improvements on the premises without the prior consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease Agreement.

Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. When this Lease ends, the Tenant agrees to return all keys to the premises to the Landlord. Landlord may charge the Tenant \$50 per key if the unit, or any other key provided by Landlord is not returned to the Landlord or if the lock and key must be replaced by the Landlord.

Clause 12. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 13. Pets

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons. Any exception must be agreed to in a separate Pet Addendum signed by both Tenant and Landlord.

Clause 14. Landlord's Right to Access

The Landlord may enter the apartment at any time with the Tenant's consent, which consent shall not be unreasonably withheld. The Landlord may enter the apartment for the following purposes between the hours of 9:00am and 9:00pm but not less than 48 hours notice: 1) when necessary to inspect the premises; 2) to make necessary or agreed repairs, alterations or improvements, 3) to supply agreed services; or 4) to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workers or contractors. The Landlord may only enter the apartment without consent or notice when the Landlord has reasonable belief that there is imminent danger to any person or to property.

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Clause 15. Waiver

A waiver by Landlord of any defaults on the part of Tenant shall not be considered or treated as a waiver of any subsequent or other default.

Clause 16. Hold Harmless.

The Landlord shall not be liable for, and the Tenant shall hold the Landlord harmless and indemnify the Landlord from, injury or damage to persons or property occurring in or about the leased premises, unless resulting from the negligence or willful act of the Landlord or any of the Landlord's agents, servants or employees.

Clause 17. Tenant's Personal Property.

Tenant shall protect his personal property with adequate personal property insurance. Any result of Tenant's failure to maintain personal property insurance shall not be borne by the Landlord. Landlord is not responsible for loss of or damage to Tenant's personal property. Landlord shall have no liability to the tenant, and the tenant shall indemnify and hold the landlord harmless from and against any and all claims arising from landlord's handling and/or disposal of any personal property remaining on the premises after the Tenant has vacated. It is agreed that any personal property remaining on the premises after the Tenant has vacated shall be deemed discarded by the Tenant and Landlord may dispose of the personal property without liability.

Clause 18. Extended Absences by Tenant

Tenant will notify Landlord in advance, in writing, if Tenant will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 19. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

The Landlord's obligation to deliver possession of the apartment is contingent upon the current occupant of the apartment vacating the apartment and moving all their personal property from the apartment. The parties acknowledge that failure of the current occupant to deliver possession will cancel this lease, and all deposit money and prepaid rent paid shall be returned. If Landlord is unable to deliver possession of the premises to Tenant for any other reason not within Landlord's control, including, but not limited to, the partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

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Clause 20. Maintenance, Repair, & Rules

Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Vermont Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only. Tenant is responsible for helping clearing snow and ice from entryways and pedestrian steps between Tenant's front door and driveway/parking area;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Not obstruct or cover the windows or doors. Not cause or permit any locks or hooks to be placed upon any door or window without prior written consent of Landlord;
- D. Not leave windows or doors in an open position during any inclement weather;
- E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- F. Not use any outdoor grill/hibachi on any deck, stairs, or porch attached to building.
- G. Keep all Lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweeping, rubbish, sand, rags, ashes or other substances to be thrown or deposit therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- H. Ensure that Tenant's family and guests shall, at all times, maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises or otherwise disturb neighboring residents;
- I. Not Smoke tobacco or any other substance inside any unit and not permit any guests to smoke indoors. Any professional cleaning that is required as a result of smoking, wheter by Tenant or Tenant's guest(s), shall be borne by Tenant;
- J. Not deactivate or neglect any smoke/CO detector. Tenant is solely responsible for testing and maintaining, at Tenant's expense.
- K. Be responsible, and may not store trash, garbage, rubbish or recycling items in apartment hallway or exterior of the building. Never turn off heat during cold weather. House must be kept at 50 degrees or above at all times. Do not use oven to heat house- this will ruin oven;
- L. Not permit any space heaters or waterbeds inside rental unit.

Clause 21. Attorney Fees and Court Costs

Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession

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of the Premises, Tenant agrees to pay all expenses so incurred, including court costs and a reasonably attorney's fee.

Clause 22. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Clause 23. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to the Landlord at PMB 196, 1353 Rd. 19, Guaynabo, PR 00966

Clause 24. Validity of Each Part

In any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement

Clause 25. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law. If the Tenant acts in violation of this Lease Agreement, and it is necessary for the Landlord to retain an attorney to secure the Landlord's right and remedies, the Landlord shall be entitled to recover from the Tenant reasonably attorney's fees so incurred, together with any damage, costs and expenses. Nonpayment of attorney's fees to landlord shall be grounds for termination of the lease and commencement of an action for eviction.

Clause 26. Telephone & Email Communication

Each and Every Tenant shall provide Landlord with at least one (1) valid phone number and one (1) valid email address and shall permit direct communication with Landlord at all times for practical and reasonable purposes relating to tenancy and emergencies. Each Tenant is required to inform Landlord, within 24 hours, of any changes with phone numbers or emails provided in this Lease Agreement.

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Clause 27. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

_____	<u>Miguel Garcia</u>	<u>Landlord/Owner</u>
Date	Landlord	Title
<u>PMB 196, 1353 Rd. 19</u>		<u>chefmgl@gmail.com</u>
Street Address		Email
<u>Guaynabo, PR 00966</u>		<u>(Cell) 774-922-2039</u>
City, State & Zip		Phone Numbers

_____	_____	_____
Date	Tenant	Email
_____		_____
StreetAddress		Phone Number

City, State & Zip		

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