

Residential Lease Agreement

Title: "Hound's Hollow Lease for <Tenant> from <FromDate> to <ToDate>"

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into <LeaseDate>, by and between <Landlord> (hereinafter referred to as "Landlord") and <Tenant> (hereinafter referred to as "Tenant").

W I T N E S S E T H : WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Windsor County, Vermont, such real property having a street address of <Address>, also known as Hound's Hollow, (hereinafter referred to as the "Premises"). **WHEREAS**, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and **WHEREAS**, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein; **NOW, THEREFORE**, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term beginning <FromDate> at <CheckinTime>, and ending at <ToDate> at <CheckoutTime>.
1. **RENT.** The total rent for the term hereof is \$<RentTotal> (being the base rent of \$<RentBase> plus Vermont Rooms Tax at 9% of \$<VTTax>). Rent is payable in two installments: (#1) \$<ResDeposit> upon the due execution of this Agreement, and (#2) \$<Pmt2> prior to occupancy. The first \$<ResDeposit> payment is a reservation deposit, which is non-refundable after three days of execution of this agreement. All such payments shall be made to Landlord at Landlord's address as set forth in this agreement (or by electronic money transfer if Landlord provides approval of such transfer), on or before the due date and without demand. Payments by check must clear by the due date. All monies are stated in U.S. Dollars.
2. **DAMAGE DEPOSIT.** Prior to occupancy, Tenant shall deposit with Landlord the sum of \$<SecDeposit> as security for any damage caused to the Premises during the term hereof, including any damaged caused by pets. Such deposit shall be returned to Tenant, without interest, and less any set off for cleaning charges or damages to the Premises upon the termination of this Agreement.
3. **ANIMALS.** Tenant shall be entitled to keep domestic dogs on the Premises. Tenant shall keep no cats on the Premises.
4. **UTILITIES.** Landlord shall pay for 1) water utility, 2) gardening service, and 3) local phone utility except toll calls. Tenant shall pay for actual propane used, as determined by the gauge on the propane tank, adjusted for any propane deliveries during the term. Tenant shall pay for electric utility usage. Tenant shall pay for cordwood used at the rate of \$200 per cord. Tenant shall pay for garbage service. Garbage service is charged when trash cans are on the street side of the sign in the driveway on Tuesdays. Snow removal from driveway shall be paid one half by Tenant, one half by Landlord.
5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
6. **MAINTENANCE AND 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 Agreement and any renewal thereof.
7. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building.
8. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but

not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

9. **Tenant's HOLD OVER.** If Tenant remains in possession of the Premises without the consent of Landlord after the natural expiration of this Agreement, Tenant shall be deemed in default, and eviction proceedings will begin, and Tenant shall be liable for rent after the natural expiration of this Agreement which shall then be due and owing at Two Hundred DOLLARS (\$200) per day, and Tenant shall be subject to all of the terms and conditions hereof.
10. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
11. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
12. **DEFINITIONS: INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature. **ATTORNEYS' FEES.** 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 of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Vermont. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord:

<Landlord>
<Address>

<Email>

Tenant:

<Tenant>
<Address>

<Email>

13. ADDITIONAL PROVISIONS; DISCLOSURES.

Tenant shall place garbage, up to a maximum of one 45 gallon container, in receptacle at top of driveway by checkout time, or by Tuesday morning each week. Tenant shall remove own garbage from property in excess of this amount. Tenant shall place recyclable materials in blue container at top of driveway
Tenant shall wash, dry, fold, and replace linens, towels, and bedding as they were found at the beginning of the lease. Tenant may use the clothes washer and dryer.
Tenant shall wash, dry, and replace dishes and pots as they were found at the beginning of the lease. Tenant may use the dishwasher.

14. ACCEPTANCE.

Tenant and Landlord shall signify acceptance of this Agreement by eMail. Landlord shall generate a printable Adobe Portable Document Format (PDF) electronic version of this Agreement, and an MD5 message-digest fingerprint using standard, freely available md5 software, and shall eMail this PDF and the MD5 fingerprint to Tenant. Tenant shall reply: "I have received the Lease Agreement titled [Hound's Hollow Lease for <Tenant> from <FromDate> to <ToDate>] identified by the MD5 code [document-MD5-code] and I agree to the terms set forth therein", where [document-md5-code] shall be generate by Landlord.