

# Temmm Management, LLC.

## Lease

### APARTMENT LEASE AGREEMENT

This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between **Temmm Management, LLC.**, hereinafter referred to as **Landlord** and \_\_\_\_\_, jointly and severally, hereinafter referred to as "Tenants" or "you" (whether one or more than one), agree that:

#### 1. Term; Rent

Landlord lets and Tenants take the premises known as \_\_\_\_\_ in the city of Burlington, state of Vermont, to be used and occupied as a strictly private, residential dwelling by Tenants and their family and not otherwise, as set forth in the application for lease for the term of \_\_\_\_\_ months to commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and at the annual rate of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in advance on the first day of each month during said term, except that the rent for the first full month, or from commencement of term to end of the first calendar month, shall be payable on execution of this Lease by Tenants. **Each tenant on the lease is held responsible for the full amount of the rent stated on this contract. It is understood that one check will be electronically drafted from Tenant's bank account between the 1<sup>st</sup> and the 5<sup>th</sup> day of each month to cover the monthly rental amount.** A fee of **\$35.00** will be assessed for any check returned for any reason. At the end of any lease term, resident has the choice to either renew the lease or go to a "month to month" lease. A 10% monthly fee will be added for any month to month lease.

No payment by the Tenant or receipt by the Landlord of any amount of the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction, but the Landlord may accept such a partial payment without prejudice to the Landlord's rights to collect the balance of such rent.

#### 2. Security Deposit

Landlord acknowledges receipt of \$ \_\_\_\_\_ as Tenants' security deposit for the faithful performance by Tenants of all the terms and conditions of this Lease. In no event shall Landlord be obligated to apply the deposit on rents or other charges in arrears or in damages for Tenants' failure to adhere to the terms and conditions of this Lease. Application of the security deposit to past due rent or damages shall be at the option of the Landlord, and Tenant's right to possession of the premises in the event of non-payment of rent or for any other reason shall not in any event be affected by the security deposit. The security deposit shall be returned to the Tenants when this Lease is terminated, according to the terms of this Lease, if not applied toward the payment of past due rent or toward payment of damages suffered by the Landlord by reason of any breach of the terms and conditions of this Lease by the Tenants, including but not limited to: (a) any unpaid charges and insufficient charges as discussed above or later in this agreement; (b) any costs incurred by the Landlord caused by the enforcement of, or breach by Tenants of any terms or provision of this Lease, including court costs and attorneys' fees; (c) cost of any repairs or replacements, redecorating and/or refurbishing of the premises, or any fixture, system or appliance caused by other than ordinary wear and tear; (d) cleaning expense provided that Tenants do not leave the premises in clean and rentable condition at the time Tenants vacate; (e) reasonable expense for having to remove debris, trash, and rubbish from in or around the premises which Tenants left when Tenants vacated; (f) cost of replacing keys which have not been returned and/or cost of a locksmith; and (g) cost of excessive usage of utilities paid by Landlord. If any part of the security deposit is used during the term of this Lease, Tenants agree to reinstate this amount within 10 days of receiving written notice by Landlord or its agent. If Tenants intend to move at the end of any term, a written 30 day notice must be given to owner's agent. The 30 day notice must be given on or before the first day of the month and move out date must be on or before the last calendar day of any given month. If Tenants do not give the 30-day written notice as stipulated, or if Tenants abandon the premises, or attempt to break this lease before its expiration, Tenants will not be entitled to any refund of Security Deposit. In no event will the security deposit be returned until Tenants have vacated the premises and delivered possession to Landlord, and the unit is inspected for damage and cleanliness.

In the event that Landlord repossesses the premises because of default by the Tenants or because of a failure of the Tenants to carry out the terms and conditions of this Lease, the Landlord shall apply the security deposit to all damages suffered to the date of repossession and may retain the balance of the deposit to apply on damage that may accrue or to be suffered thereafter by reason of default or breach of this Lease. Landlord shall not be obligated to hold the security deposit in a separate fund; Landlord may mix the security deposit with other funds of the Landlord.

Landlord agrees that any portion of the security deposit that is not used or not required shall be refunded within thirty (30) days after termination of this Lease, if Tenants provide Landlord with an address to which the remainder, if any, of the security deposit may be sent. Any deduction from the security deposit shall be itemized and identified by Landlord in the written notice delivered to Tenants, together with the amount due, if any, within thirty (30) days after termination of the Lease and delivery of possession of the premises.

#### 3. Number of Residents; Assignment / Sub-Tenants

Tenants agree not to use the premises or any part thereof other than for the purposes stated above. The premises are to be used exclusively as a residence by **only** the following named persons:

(collectively, "Tenants"), which includes not more than \_\_\_\_\_ adults and not more than \_\_\_\_\_ children. Names of the adults will be signed at the bottom of this agreement. **No other persons may live there without the landlord's written consent.** At any time during the term of the Tenants' lease should children or adults be living in the premises who were not included in the original agreement, the Landlord has the option to (i) allow the additional resident(s) to remain on the premises; (ii) terminate this Lease; (iii) increase the monthly rent by Fifteen Dollars (\$15.00) per month per additional child or adult beginning with the date the additional person occupies the premises. "Living in the premises" shall be deemed to mean occupying the premises for more than twenty-one (21) days in any twelve (12) month period. Tenants shall not assign or transfer this Lease or sublet the premises or any part thereof without Landlord's prior written consent and any attempt by Tenants to do so shall be void. The character of occupancy of the premises, as described above, is a special consideration for granting this Lease, and in the event of violation by Tenants of the restriction against subletting or assignment, or if Tenants shall cease to occupy the premises, or shall permit the premises to be occupied by parties other than agreed, or violate any other restriction or condition herein, this Lease may, at the option of Landlord, be terminated in the manner provided herein.

#### 4. Availability of Premises

- a. If Tenants take possession of the premises before the first day of the term of this Lease, Tenants shall pay rent equal to one/thirtieth (1/30<sup>th</sup>) of the monthly installment multiplied by the number of days of the partial month. All other provisions of this Lease shall apply during that period as though the term were extended to cover it.
- b. If Landlord cannot have the premises ready for occupancy by the first day of the term of this Lease, because in Landlord's determination, the premises is not ready for occupancy, or because another tenant holds over, or for any other reason, Landlord shall not be liable to Tenant(s) for damages, and Tenants shall not be required to pay any rent until the premises is available. If Landlord is not able to deliver possession to Tenants within thirty (30) calendar days after the first day of the term of this Lease, Tenants may cancel the Lease without any further obligation and be refunded Tenants' security deposit.

#### 5. Utilities

Tenants agree to furnish the following utilities that are supplied by a direct public utility connection: water, sewage, gas, electric, telephone and cable TV, if any, unless otherwise noted. Tenants agree to have these utilities placed in Tenants' name once occupancy is taken or once the Lease becomes effective, whichever is first. Exceptions:

#### 6. Tenants Obligations

Tenants agree to keep the premises in a safe, clean, sightly, and sanitary condition at all times. Tenants further agree to (a) dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner, which includes, but is not limited to, prohibitions against placing trash on an outdoor balcony or in a hallway for any period of time and against littering the premises' public areas and grounds (including cigarette butts); (b) not place liquid-filled furniture (e.g., water beds) anywhere on the premises; (c) keep the premises free of pests; (d) immediately "poop scoop" dog defecate deposited on the premises or neighboring premises by any dog belonging to Tenants or to Tenants' guest and to make reasonable effort to prevent said dogs from habitually urinating on flowers, plants, and shrubs on the premises or neighboring premises (e) keep all plumbing fixtures as clean as their condition permits; (f) operate all electrical fixtures properly; (g) comply with all state and local housing, health, and safety laws; (h) refrain and forbid other persons in the premises with your permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part belonging to the premises; (i) conduct yourselves, and require other persons in the premises with your consent, in a manner that will not disturb your neighbors' peaceful enjoyment of the premises; (j) conduct yourselves, and require other persons in your household and other persons in the premises with your consent, in a manner so as not to violate appropriate state and local laws that relate to controlled substances ("illegal drugs"); (k) maintain in good working order any appliance supplied by the Landlord, except for any exceptions noted here, which will be maintained by the Landlord: \_\_\_\_\_; (l) keep the lawn and shrubbery cut and trimmed in an aesthetically pleasing manner; and (m) keep the premises' sidewalks, walkways, driveways and steps free of snow and ice. Tenants agree not to obstruct the sidewalks or driveways or use them for any purpose other than for entrance and exit. Tenants acknowledge that they have inspected the premises and find the same to be in a clean, safe, fit and habitable condition. The Landlord reserves the right to terminate this Agreement for the violation of these covenants pursuant to ORC 5321.11. **Tenants agree to maintain smoke detectors in working order at all times, including replacing batteries if needed. INITIALS: \_\_\_\_\_**

Tenants further agree to repair any damage caused by any Tenant or any Tenant's invitees, and upon Tenants' failure to do so within a reasonable time (not to exceed 10 days), Landlord reserves the right to make the repair and the amount of expenditure will be additional rent due on the following rent payment date. Tenants agree to allow Landlord and Landlord's representatives to have free access to the premises at reasonable times and upon reasonable notice (except for emergencies or if it is impractical to give the same) for the purpose of (a) inspecting the premises; (b) making ordinary, necessary, or agreed upon repairs, alterations, or improvements (c) supplying necessary or agreed services; (d) exhibiting the premises to prospective or actual buyers, mortgagees, tenants, workmen, or contractors; or (e) to collect rental payments. If Tenants are not available to permit entry into the premises, the Landlord or Landlord's representatives may enter the same for such purposes without Liability therefore. Tenants agree that during the thirty-day period prior to the termination of the Lease, Landlord shall have the right to enter the premises at reasonable times to exhibit it to prospective tenants. No locks are to be added to the doors without first getting permission from Landlord.

#### 7. Tenants' Personality

All personal property placed in the rented premises, or in any other part of the building or elsewhere upon our premises, including motor vehicles, shall be placed there at the risk of any Tenant, or at the risk of the person owning such property. Any personal property remaining in or about the premises after the termination of this agreement, or after the Tenant's apparent desertion of the premises, shall be considered abandoned and at the sole discretion of the Landlord, without liability to Tenants for loss or damage. Landlord may, at Landlord's option, store all or any part of said property in any manner Landlord may choose. Tenants shall be liable to Landlord for all expenses incurred in removal and/or storage of such property.

#### 8. Pets

The Tenants shall not keep pets or animals without the prior written consent of the Landlord. If pet consent is given, Tenants agree to pay \$\_\_\_\_\_ per month per pet as additional rent and to pay a non-refundable one-time pet deposit charge of \$\_\_\_\_\_ upon signing of the Lease. Landlord hereby agrees that the following pet(s) may be kept in your apartment: \_\_\_\_\_. Tenants shall also remain liable for any damage done by the pet(s). The Landlord retains the power to revoke the consent, if at any time, such pets or animals are not cared for in a humane or lawful manner, or if they are maintained in such a way as to constitute a nuisance. In either case, if such consent is withdrawn, the Tenants shall remove the pets or animals from the premises within a reasonable time. The Tenants' failure to remove such pets or animals within a reasonable time shall constitute a breach of this Lease and shall subject Tenants to all legal penalties for such breach.

#### 9. Alterations

Tenants shall not paint or make alterations, additions, or improvements to the premises, except with Landlord's prior written consent.

#### 10. Damage; Destruction; Condemnation

If the premises is damaged or destroyed by fire or other casualty, or is taken pursuant to condemnation proceedings or sale in lieu of condemnation, if Tenant's use of the premises is not materially affected, this Lease shall not be terminated, but the rent shall be abated in proportion to any temporary interference with Tenants' use. Subject to any mortgagee's rights, Landlord shall apply any insurance or condemnation proceeds toward rebuilding and restoring the premises. If Tenants' use of the premises is materially affected, Landlord or Tenant shall have the right to terminate this Lease effective on the date of the casualty or condemnation. In the event that Tenants do not so terminate this Lease, the rent shall be abated in proportion to any temporary interference with Tenants' use of the premises. Tenants' use of the premises shall be deemed materially affected if Landlord determines after damage due to casualty or condemnation that Landlord cannot restore or repair the premises within ninety (90) days after the damage or condemnation occurs.

#### 11. Injuries or Damage

Tenants agree that, to the extent the law permits, Tenants and anyone else whom you permit to use or occupy the premises, will not hold Landlord liable for claims for damages or injury to you or your property, or to any other persons or their property, arising from theft, accident or other occurrence in, or on, the premises.

#### 12. Insurance and Liability

Tenants agree to obtain renters' insurance covering property damage and liability. Landlord has no insurable interest in your personal property. No rights of storage are given by this agreement. Nor, will Landlord be liable for any acts by, or damage or injury to, Tenants, Tenants' family, guests, invitees or any other persons or property occurring in or near the premises, and you agree to hold Landlord harmless from any claims for damages, **no matter how caused**. Owner is not liable for any damages or losses to any person or property caused by anyone not under the direct control and specific order of the owner. Owner is not liable for personal injury or damage or loss of resident's personal property from theft, vandalism, fire, water, smoke, explosions, rainstorms, or other causes not within the direct control of the owner, and tenant hereby releases owner from all liability from such damage. Owner is not responsible for any damage or injury caused by the failure to keep the premises maintained or repaired, if the need for said repair was not communicated to the owner's agent by the Tenant. Tenants hereby acknowledge this and agree to make no such claims for any losses or damages against Landlord, its agents, members, officers or employees. Tenants agree to purchase insurance at Tenants' own expense, sufficient to protect Tenants and Tenants' property from fire, water damage, theft, burglary, breakage, electrical connections, etc. **Tenants acknowledge that if Tenants fail to procure such insurance it is Tenants' responsibility and Tenants alone shall bear all consequences and risks. INITIALS:**

#### 13. Subordination

This Lease shall at all times be subject and subordinate to the lien of any mortgages or encumbrances now on the property or which may later be placed on the property. Tenants further agree to execute and deliver to Landlord any instruments which Landlord or any lender may reasonably request to subordinate this Lease to any such mortgage or encumbrance, or to certify that Landlord has complied with his obligations under the Lease.

#### 14. Termination

If Tenants vacate the premises prior to the end of the term, Tenants shall pay, in addition to any other sums owed to Landlord as provided in this Lease, the turn over costs (including, without limitation, the cost of painting the premises, generally cleaning the premises, shampooing the carpet in the premises and advertising costs relating to reletting of the premises), the full monthly installment of rent payable for the last month during any part of which you occupied the premises, and the rent for the remainder of the term except for any rent Landlord may recover by re-renting the premises. **Tenant shall provide Landlord with at least thirty (30) days written notice in advance of the date Tenants intend to vacate the premises.** Tenants agree that upon vacating the premises, Tenants will have the premises in a clean condition free from accumulated debris, with no unusual damages, ordinary wear and tear excepted. If the Tenants do not leave the premises clean and free from debris, the Landlord shall assess a clean-up charge of \$50.00 for the first hour and \$30.00 for each additional hour of clean up. Upon the death of any Tenant, this Lease may be terminated by your legal representative (or by the survivor) sixty days after the premises has been returned to use completely vacate, but your legal representative (or the survivor) shall pay the full monthly installment of rent for the last month during any part of which you occupied the premises, and the rent for the sixty-day period.

#### 15. Remedies

If the rent is late, or unpaid, or if Landlord discovers that you have made any false statements on the rental application, or if Tenants vacate the premises prior to the termination of the Lease, or if you violate any of the other terms and conditions of the Lease, Landlord may, at any time, enter and take possession of your apartment, sue for and recover all of the rent earned to that date, and re-rent the premises for the remainder of the term at the best rate Landlord can obtain for Tenants' account. Tenants agree to be jointly and severally liable for any deficiency or for the full amount of rent (if Landlord is unable to rent premises) for those months remaining under the Lease. Every demand for rent after it falls due shall have the same effect in law as if made at the time that it fell due. The remedies provided to Landlord in this Lease shall be in addition to and do not limit or supersede any remedy at law or at equity otherwise available to Landlord.

#### 16. Non-Waiver

No waiver by Landlord of any breach of any term, covenant or condition of this Lease shall be deemed a waiver of the same or any subsequent breach of the same of any other term, covenant, or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenants of any term, covenant or condition regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by Landlord unless waived in writing. The receipt by Landlord of any rent or any other sum of money or other consideration paid by Tenants after the termination of this Lease, after the giving by Landlord of any termination notice, or after the initiation of any legal proceedings by Landlord against Tenants, shall not reinstate, continue or extend this Lease or in any manner affect any other rights that Landlord may have either in law or in equity or as a result of default by Tenants.

#### 17. Miscellaneous

This Lease shall be binding upon and shall inure to the benefit of the parties, hereto, their respective heirs, legal representatives, successors and assigns, This Lease is the entire agreement between the parties, there being no oral conditions, representations or agreements. Any subsequent agreements between Landlord and Tenant shall not be valid unless in writing signed by both parties. The headings herein are for purposes of convenience and reference only and shall not be held to explain, modify, or amplify in the interpretation of the provisions of this Lease. Time is of the essence in this Lease. Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under the appropriate sections of the applicable code and this Agreement, and the prevailing party shall recover court costs and reasonable attorney's fees. Both Landlord and Tenant further agree to waive trial by jury and submit to the decision of the judge who has jurisdiction over this matter. In any event, no action will be filed in any court after one year of the cause(s) for such action. All Tenants are jointly and severally liable under the terms of this Agreement.

#### 18. Severability

The parties agree that each provision of this Lease shall be deemed severable and, if for any reason any provisions are invalid, unenforceable or contrary to any existing or future law, the invalidity shall not affect the applicability or validity of any other provisions of this Lease.

#### 19. Condition

The premises are rented in "**AS-IS**" condition, with the understanding that no additional improvements will be made at the time of the move-in, based on the present rental rate. However, if Tenants desire any further rental improvements, the rental rate will be renegotiated to a higher amount to allow for the improvements chosen. Unless written notice to the contrary is presented to the Landlord within 72 hours after you move in, everything in or about the premises will be considered to be in good condition and that a working smoke detector has been installed.

#### 20. Phone

When Tenants get a phone installed in the premises, you will give Landlord the phone number within 2 working days of installation and will notify Landlord within 2 working days of any further changes in the phone number.

21. **Lead-based Paint Inspection / Disclosure**

Tenant has received the Landlord's disclosure of any lead-based paint or lead-based paint hazards known to Landlord on the Property. Tenant has received the pamphlet "Protect Your Family from Lead in Your Home." Every tenant of any residential real property on which a residential dwelling unit was built prior to 1978 is to be notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Do you have copies of this literature?

22. **Sex Offender Registration and Notification Laws**

In Ohio, sheriff's offices are required to notify certain members/entities of the community if a sex offender resides in the area. Information regarding said notices may be obtained by contacting the local sheriff's office. Tenants shall rely on its own inquiry with the local sheriff's office, and Tenants do not rely on the Landlord for sex offender information.

23. **ACKNOWLEDGEMENT:**

**You hereby acknowledge that you have read this agreement, understand it, agree to it, and have been given a copy. You hereby acknowledge that by signing this Agreement, all of your questions about this Agreement have been answered, that you fully understand all of the provisions of the Agreement, and the obligations and responsibilities of each party as spelled out herein. You further state that you agree to fulfill your obligations in every respect or suffer the full legal and financial consequences of your actions or lack of action in violation of this Agreement.**

TENANTS: LANDLORD:

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_