

# Residential Lease

**BY THIS LEASE** made and entered into on October 14, 2024 between

**LESSOR:**

**LESSEE:**

Killingly Community Partners, LLC

Jeremy Tyler Faber & Mikayla Hinds

1. **Premises:** The Lessor hereby leases to Lessee the Premises situated at: 66 Reynolds Street, Apartment C, Town of Killingly, County of Windham, State of Connecticut, to commence on October 16, 2024, and to end on September 30, 2025.

2. **RENT:** Lessee agrees to pay, without demand, to Lessor as Rent for the Leased Premises

Begin	Monthly
October 16, 2024	\$1,375.00

Lessee shall pay \$1375.00 per month which includes a \$25 monthly pet fee in advance on the 1<sup>st</sup> day of each calendar month beginning payable to Killingly Community Partners LLC commencing October 16, 2024 by making a bank deposit to Lessor's Account at Centreville Bank or at such other place as Lessor may designate.

(a) **Rental Deposit:** Lessee has made a pro-rated rental payment in the amount of \$733.33 for October 2024 as the **Rental Deposit** to secure the faithful compliance with the Payment of Rent (and not as a Security Deposit). This deposit will be applied from the date herein to the end of the month. As set forth below, the Security Deposit is separate from the Rental Deposit and shall not constitute Security.

(b) **Utilities:** Unless otherwise specified, Lessee shall pay for service and utilities supplied to the premises.

i *Electric, which includes heat.* ii *Internet or cable services.*

iii *Water and Sewer:* Lessor shall be responsible for the Water and Sewer costs.

iv Lessor Shall be responsible for snow removal & lawn maintenance

v Lessee shall pay for professional cleaning services before vacating the premises at the end of the lease and provide evidence of such cleaning.

(c) **REPAIRS:** Lessee is not responsible for the repair of any building systems (the installations in the dwelling for the supply of water, gas, electricity, oil and sanitation (including basins, sinks, baths and sanitary conveniences); the heating and cooling systems; and the structure and exterior of the dwelling (including drains, gutters and external pipes, roof, exterior walls and doors, and windows.), unless caused by gross negligence of the lessee.

3. **Form of Payment:** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order, OR wire transfer made out to the order of the Lessor.

4. **Late Payments:** For any rent payment not paid by the date due (with a grace period of 10 days), Lessee shall pay a late fee in the amount of Seventy-Five Dollars (\$50.00).

5. **Returned Checks:** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Fifty Dollars (\$50.00) as additional rent. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check, money order or wire transfer for payment of rent.

6. **SECURITY DEPOSIT:** On execution of this Lease, Lessee shall deposit with Lessor Two Thousand Seven Hundred Dollars (**\$2700.00**) Dollars, receipt of which is hereby acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

Please take notice that, after the initial Lease signing but before You begin occupancy, You have the opportunity to inspect the premises with the Lessor or the Lessor's agent to determine the condition of the Property. If You request such inspection, we shall execute a written agreement before You begin occupancy attesting to the condition of the property and specifically noting any existing defects or damages.

7. **Residual Damage:** If there is damage to walls or doors, Lessee shall not attempt to fix them, but shall have Lessor address it and Lessor will deduct cost of such repairs from the Security Deposit. Minor nail holes from thumbtacks or hanging pictures, curtains etc. shall be considered "wear and tear" and shall not be subject to security deposit deduction. Large holes from careless drilling, weighty wall hangings, or large nails as well as multiple nail holes needing repair shall be subject to security deposit deduction.

8. **Refund of Security:** Any refund of all or part of Security Deposit shall be accompanied by an itemized statement of any damages or deductions taken by the Lessor and be returned to Lessee within twenty-one (21) days after termination of this tenancy. Should Lessee owe any sums for rent through the period they vacate as this Deposit is advanced rent it may be used to satisfy such delinquency. **Location of Security Deposit:** Lessor shall deposit the Security Deposit in a separate bank account located at Centreville Bank. The Security Deposit shall be entitled to interest in accordance with the State of Connecticut Rental Security Deposit Interest Rate.

9. **QUIET ENJOYMENT:** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the agreed term.

10. **USE OF PREMISES:** The Leased Premises shall be used and occupied by Lessee exclusively as a private single family residence and neither the premises nor any part thereof shall be used at any time during the term of this Lease by Lessee 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 residence, except for the permitted use as follows: remote working for calls, emails and web conferencing Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Leased Premises during the term of this Lease.

11. **NUMBER OF OCCUPANTS:** Lessee agrees that the Leased Premises shall be occupied by a single family residence by Tenant and Tenant's immediate family, consisting of \_\_\_\_\_Jeremy Tyler Faber & Mikayla Hinds\_\_\_\_\_, and invited guests. No portion of the Premises is to be sub-let or used for rental on any short term rental web-sites such as Airbnb, VRBO or similar house sharing sites. If the Lessees shall sublet the Premises in any way, it shall be an immediate violation of the Lease and shall result in a Ten Thousand Dollar liquidated damages payment to the Lessor.

12. **PETS:** Subject to Paragraph 36 below (pets may be allowed upon written agreement of the Lessor).

13. **CONDITION OF PREMISES:** Lessee stipulates that he or she has examined the Leased Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease; in good order; repair; and a safe, clean and habitable condition.

14. (a.) **Locks:** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

(b.) **Lockout:** If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

15. **PARKING:** There is one parking space provided as part of the Leases Premise and there are no additional charges attached to using it. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, and casualty or any other cause whatsoever with respect to any vehicle or its contents.

16. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations to the buildings on the Leased Premises or construct any building or make other improvements on the Leased Premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Leased Premises at the expiration or sooner termination of this Lease.

17. **DAMAGE TO PREMISES:** If the Leased Premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Leased Premises may have been un-habitable; but, if the Leased Premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be *prorated* up to the time of the damage. Prorated rent shall be the Lessee's sole and exclusive remedy, Lessor shall not be responsible for compensatory damages relative to the Lessee being displaced by fire or other casualty.

18. **DANGEROUS MATERIALS:** Lessee shall not keep or have on the Leased Premises any Hazardous articles or things of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Grills with propane should be kept at least 8 ft from the property.

19. **RIGHT OF INSPECTION:** Lessor and his or her agents with twenty (24) hour notice shall have the right at all reasonable times during the day during the term of this Lease and any renewal thereof to enter the Leased Premises for the purpose of inspecting, leasing, repairing, or otherwise entering the Leased Premises. In the event of an emergency, Lessor shall have the right of immediate access.

20. **MAINTENANCE AND REPAIR:** Lessee has inspected the Leased Premises and agrees that it is in good order and repair and agrees to take the Premises "as is". Lessee will, at their sole expense, keep and maintain the Leased Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the Leased Premises in good order and repair; keep the electric bells in order; and, at their sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent or visitor. Major maintenance and repair of the Leased Premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the Leased Premises by Lessee or at his direction without the prior written consent of Lessor.

21. **INSURANCE:** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

Lessee shall maintain in full force and effect a renter's insurance policy naming Lessor as additional interest, with coverage for personal property in the sum of at least \$15,000.00 and liability coverage in the sum of \$100,000. Lessor must be named as an additional insured on Lessee's renter's policy. Proof of coverage shall be submitted to Lessor prior to the commencement of the lease term.

22. **DEFAULT:** PLEASE TAKE NOTICE THAT FAILURE TO ABIDE BY THIS LEASE IS JUSTIFICATION FOR EVICTION.

(a) **Non-Payment Rent:** If Lessee should abandon or vacate the property, while in default of the payment of rent, Lessor may elect to:

- (1) continue the Lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes, due, or
- (2) at any time, terminate all of Lessee's rights hereunder and recover from Lessee all monetary damages

Lessor may incur by reason of the breach of the Lease, including the cost of recovering the premises, and including, at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term should exceed the amount of such rental loss which Lessee should prove could reasonably have been avoided.

Upon abandonment of more than ten (10) days, the Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Lessor should reasonably believe that such abandoned property has no value, such property may be discarded, and is hereby relieved of all liability for doing so. All other property on the premises is hereby subject to a lien in favor of Lessor for the payment of all sums due hereunder, to the maximum extent allowed by law.

(b.) **Other Default.** If any default is made in the performance of or compliance with any other term or condition hereof (other than Rent), the Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any such default or breach, and termination and forfeiture of the Lease shall not result if, within five (5) days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time not to exceed fifteen (15) days.

23. **INDEMNIFICATION:** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Lessor, his agents, or his employees. Lessee agrees to hold Lessor harmless from any claims for damages no matter how caused, except for injury or damages for which Lessor is legally responsible.

24. **SURRENDER OF PREMISES:** At the expiration of the Lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

25. **HOLDOVER BY LESSEE:** Should Lessee remain in possession of the Leased Premises with the consent of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Lessor or Lessee on the other party. **Notice of Intent to Vacate:** In the event that the Lessee should holdover, Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least forty-five (45) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

26. **ASSIGNMENT AND SUBLETTING:** Without the prior written consent of Lessor, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this Lease. As per the terms above, should Lessee utilize the Premises for any short term rentals, the Lease shall be automatically terminated and the Lessee shall owe liquidated damages of Ten Thousand Dollars.

27. **SUBORDINATION OF LEASE:** This Lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Leased Premises by Lessor; all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

28. **DISPLAY OF SIGNS:** During the last 90 days of this Lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the Leased Premises and of showing the property to prospective purchasers or Lessees.

29. **BINDING EFFECT:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

30. **LEAD PAINT DISCLOSURE:** "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."

31. **SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

32. **WAIVER:** No failure of Lessor to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Lessor shall not waive his right to enforce any term hereof.

33. **COSTS AND ATTORNEY'S FEES:** If, by reason of any default or breach on the part of the Lessee, in the performance of any of the provisions of this agreement, a legal action is instituted, the Lessee shall pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease shall be in the Judicial District in which property is situated.

34. **RULES AND REGULATIONS:** By signing herein, Lessee acknowledges Lessor's existing rules and regulations. Lessor may adopt such other rules and regulations at a later time without notice. Presently, the Lessee's obligations shall be to:

- (a) keep said premises in a clean and sanitary condition; properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and assume all costs of extermination and fumigation for infestation caused by Lessee;
- (b) properly use and operate all electrical, gas, heating, plumbing, facilities, fixtures and appliances;
- (c) replace in a neat and workmanlike manner all glass and doors broken during the period of occupancy;
- (d) use due precaution against freezing of water or waste pipes and stoppage of same in and about said premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of Lessee, the Lessee shall repair the same at his own expense as well as all damage caused thereby;
- (e) keep temperature in apartment at all times at least 55 degrees Fahrenheit;
- (f) Have the gas and electricity put in the Lessees name as of the first day of tenancy and pay the utility bills throughout the duration of the contract, not having service shut off during that period.
- (g) Not use the premises for excessive parties under any circumstances, and that occupants, Lessee's family and guests shall have due regard for the peace, comfort, and enjoyment of surrounding Lessees and neighbors. Musical instruments, radios, television, CD players, tape decks, etc., shall be played only during reasonable hours and at reasonable volumes;
- (h) Shall not install on trees or deck or other parts of the building wires, aerials for TV or radio, or wires or ropes etc. for drying clothes or to hang signs or placards in or around the building.
- (i) Shall not use water beds or aquariums without written permission of the Lessor.
- (j) Shall neither smoke nor permit smoking in the apartment.
- (k) No short term rentals are permitted.
- (l) Compliance with the Additional Terms and Conditions set forth at the end of this Agreement.

36. **PET AGREEMENT:** One Cat Allowed To secure the faithful compliance with the rules and regulations contained herein, the Lessor may condition PETS upon further deposit. Lessee agrees to abide by the following rules:

- (a) *Nuisance.* The Pet may not cause any damage to the premises. Nor may the Pet cause any

discomfort, annoyance, or nuisance to any other resident.

- (b.) *Sanitary Problems.* All dogs and cats must be housebroken. The Pet may not be fed or given water, or allowed to urinate or defecate, on any unprotected carpet inside the dwelling unit. Residents shall immediately remove and properly dispose of all Pet waste on the grounds.
- (c.) *Compliance with Laws.* Residents agree to comply with all applicable governmental laws and regulations.

Lessor's remedies for violations:

- (a.) *Removal of Pet by Residents.* If, in Lessor's sole judgment, any rule or provision of this Pet Agreement is violated by Residents or their guests, Residents shall immediately and permanently remove the Pet from the premises upon written notice from Lessor.
- (b.) *Removal of Pet by Property Lessor.* If, in Lessor's sole judgment, Residents have abandoned the Pet, left it for any extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, then Lessor may, upon one day's prior written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with entry of the Premises, enter the dwelling unit to remove the Pet, and turn the Pet over to a humane society or local authority.
- (c.) Lessor shall not be liable for loss, harm, sickness, or death of the Pet unless due to Lessor's negligence. Lessor has no lien on the Pet for any purposes, but Residents shall pay for reasonable care and kenneling charges if the Pet is removed in accordance with this paragraph.
- (d.) *Cleaning and repairs.* Residents shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item.
- (e.) *Injuries.* Residents shall be strictly liable for the entire amount of any injury to any person or property caused by the Pet and shall indemnify Lessor for all costs of litigation and attorney's fees resulting from same.
- (f.) *Move-out.* After Residents vacate the Premises, they shall reimburse Lessor for the cost of de-fleeing, deodorizing, and shampooing necessary to protect future residents from possible health hazards.
- (g.) *Other remedies.* This Pet Agreement is an Addendum to the Lease Agreement between Lessor and Residents. If any rule or provision of this Pet Agreement is violated, Lessor shall in addition to the foregoing, have all rights and remedies set forth in the Lease Agreement for violations thereof, including but not limited to eviction, damages, costs and attorney's fees. Additionally, Lessee may lose some or all of their rights to the Pet Deposit being held here as additional consideration of the right to maintain a pet.

37. **PERSONAL RESPONSIBILITY/EARLY TERMINATION.** If the Lessee chooses to terminate this Lease prior to the end of the Term, the Lessee shall provide the Lessor with a written notice of termination at least 30 days in advance. In the event of early termination by the Lessee, the Lessee shall remain responsible for the payment of rent for the remainder of the Lease Term, unless the Lessor is able to re-rent the premises to a new tenant. Additionally, the Lessee agrees to pay an early termination fee equivalent to two months' rent, which shall be due and payable upon submission of the written notice of termination. The Lessor shall make reasonable efforts to re-rent the premises in a timely manner.

38. **OPTION TO EXTEND THE TERM:** Provided the Lessee is not in Default in Paying the Rent, or other terms of this Agreement, the Lessee shall have the option to extend the Lease Term, subject to all of the terms, covenants and conditions of this Lease.

- (a.) This lease shall automatically extend each month until notice from either the Lessor or the Lessee to the other of the intent to end the tenancy.

- (b.) To exercise the Termination, Lessor or Lessee shall give the other party written notice of their election to terminate the Lease Term not less than One (1) Months prior to the expiration of the then existing Lease Term. Upon receipt of the Notice of Intent to Exercise the Extension, Lessor shall, within ten (10) business days, advise if there is any claimed failure to pay Rent, and allow the Lessee the opportunity to cure as provided before.

**39. Sale of the Property.** In the event that Lessor intends to market and sell the Premises, Lessee shall cooperate with any listing agents, signs and showings and take reasonable steps to assist seller to market the Property. Lessee has the right to remain in the property for the remainder of the current lease while the new owner will become the holder of the Security Deposit paid to the Lessor under 6.

**40. RECORDING OF CONNECTICUT LEASE AGREEMENT.** Tenant shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Lease Agreement, this Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

**41. MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

**42. GOVERNING LAW.** This Connecticut Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the **State of Connecticut**.

**43. ELECTRONIC SIGNATURES AND CIRCULATION.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic mail shall be deemed to be their original signatures for all purposes.

## In Witness Whereof

**Lessor: Killingly Community Partners LLC**

DocuSigned by:

*Vadim Tantsyura*

2043B36ED6C2490...

Dated: 10/15/2024 | 12:11 PDT

**Lessee: Jeremy Tyler Faber**

Signed by:

*Jeremy Faber*

E4E78DF988A5421...

Dated: 10/15/2024 | 09:58 PDT

**Lessee: Mikayla Hinds**

DocuSigned by:

*Mikayla Hinds*

2EDF4CD0E55C480...

Dated: 10/15/2024 | 10:11 PDT

**Lessor Telephone Number: 860-801-7630**

**Lessor email: killinglycommunitypartnersllc@gmail.com**

### **Additional Terms and Conditions**

1. **ADDITION TO ITEM #2(C) REPAIRS:** If the Property requires repairs caused by the negligent or intentional acts of Lessee or its guests or invitees, such repairs will be paid 100% for by Lessee using methods and materials previously approved by Lessor.
2. **Hardwood Floor Damage:** Lessee is responsible for damage to hardwood floors, destruction, and burns. Repair shall be at the Lessee's expense.
3. **Access for Repairs:** Lessee must cooperate with repairs as reasonably required
4. **Acceptance of Property Condition:** Lessee accepts the property in its "As is" condition and will not require any renovations besides items noted at the walk-through or in the above lease before taking possession of the Property
5. **Water Leaks and Malfunctions:** Lessee must immediately report to the Lessor any evidence of water leaks, moisture, or malfunctions of appliances and systems on the premises.
6. **Proper Hose Usage:** When using the hose, Lessee must always turn off the water supply from the pipe, not the hose itself. Lessee is responsible for any damages resulting from improper hose usage or failure to turn off the water supply from the pipe.
7. **Responsibility for Damages and Injuries:** Lessee is responsible for costs, loss, or damages to the premises, as well as injury to the Lessee, Lessee's family, and Lessee's guests as a result of the Lessee's failure to comply with the terms of the lease
8. **Maintenance of Property:** Lessee is responsible for keeping windows, doors, locks, and hardware in good, clean order and repair.
9. **Inclement Weather:** Lessee must not leave windows or doors closed during inclement weather.
10. **Noise Restrictions:** Lessee must keep noise levels from radios, TVs, stereos, etc., at a level that does not disturb other residents.
11. **Smoke Detector Maintenance:** Lessee is responsible for maintaining smoke detectors and batteries, and notifying the Lessor if they are not working properly.
12. **Minimum Heat Requirement:** Lessee must maintain a minimum heat of 55 degrees. If the Lessee plans to be away for more than 7 days, they must notify the Lessor.
13. **Vehicle Storage and Repair:** Lessee cannot use driveways or parking areas for storage or repair of vehicles, motorcycles, campers, watercraft, commercial, or abandoned vehicles.
14. **Locks and Hooks:** Lessee cannot install locks or hooks on windows or doors without the Lessor's written consent.
15. **Plumbing Maintenance:** Lessee must keep plumbing apparatus in good order and repair and use them only for their intended purposes.
16. **Pest Control.** Lessee will take caution to reduce possibilities of pests and rodent infestation. Lessee assumes financial responsibility for extermination service calls that are required due to unclean living conditions in the Property. Lessee is responsible for treatment of bed bugs unless the existence of bed bugs is brought to the attention of Lessor within 14 days of the Commencement Date.
17. **Smoking:** Smoking is not allowed in the premises and should be disposed of properly.
18. **Order and Noise:** Lessee, their family, and guests must maintain order and not create loud or improper noises that disturb other residents or neighbors.
19. **Trash Disposal:** Lessee must deposit trash, garbage, and rubbish in designated locations and follow proper disposal procedures.
20. **Appliance Maintenance:** Lessee cannot remove appliances from the premises without written permission and must keep them clean and operational.
21. **Fines and Violations:** Lessee is responsible for any fines or violations imposed on the Lessor as a result of Lessee negligence.
22. **Winterization and Pipe Protection:** Lessee is responsible for taking appropriate measures to protect the property from freezing temperatures and potential pipe damage during winter months. Lessee must maintain a minimum heat of 55 degrees Fahrenheit at all times to prevent pipes from freezing. Lessee shall also ensure that all exterior doors and windows are properly sealed and insulated to prevent drafts and heat loss. In case of extended absences during winter months, Lessee must notify the Lessor and take necessary precautions to prevent pipe damage, such as shutting off the main water supply and draining the pipes. Lessee is responsible for any damages resulting from failure to comply with these winterization requirements.



**27. Landscaping and Snow removal.** Lessee responsibilities include:

- Mowing and trimming the lawn (weekly in spring and summer)
- Maintaining all landscaping, including removing weeds, pruning bushes & shrubs
- Mulching landscaping beds
- Raking and disposing of leaves; fall and spring cleanup
- Snow removal

**28. Upon the expiration of this Agreement, the following conditions must be fulfilled** in order for Lessee to receive a full return of its Security Deposit:

1. Lessee must have no outstanding utility bills or Rent payments;
2. Lessee must provide Lessor with thirty (30) days written notice prior final move out of the Property;
3. No unreasonable damage or alteration have been made to the Property, with the exception of normal wear and tear;
4. Lessee must return all keys, key fobs and garage door openers to Lessor;
5. The Lessee must remove all debris, boxes, garbage, and personal items from the Property. Any personal property remaining after the expiration or early termination of this Agreement will be deemed abandoned
  1. and removal costs will be Lessee's responsibility;
  2. and Lessee must provide in writing a forwarding address.
6. If the items above are not completed to Lessor's reasonable satisfaction, Lessor may retain an appropriate portion of the Deposit to remedy Lessee's default in the payment of Rent obligations, repair damages to the Property except normal wear and tear, and to clean the Property if necessary and may seek additional financial compensation for any unreasonably excessive damage. Lessee may not apply the Deposit to the last month's Rent installment or any other Rent installment.