

LEASE RENTAL AGREEMENT

Vir5-2020

IN THIS LEASE the words "we", "us", and "our" means the Owners or Agent _____ of 581 Farmington Avenue, Hartford, CT 06105. The words "you" and "yours" means the

Tenant (s) : _____

We agree to lease to you, and you agree to lease from us Apartment No. _____ on the _____ floor of the building Located at _____

You and we agree to the following terms:

1. TERM. The term of this lease starts on _____ and ends on _____ AT NOON, provided said notice to move requirements have been given, as required under this agreement. See Paragraph 14A.

2. RENT. You will pay the rent by personal check, bank check or money order only (No Cash Accepted), in equal monthly payments of \$ _____ by the first (1st) day of every month. The first payment is due _____. You will pay us a late charge of \$ _____ for each full payment that is not received in our office by the 10th of the month. A returned (N.S.F) check is considered a late payment, and we may not accept any personal checks in the future. All payments will be applied to charges and fees due your account first and then to your rent. You will pay the rent to _____ and mail it **C/O Souza and Sons, 581 Farmington Ave. Hartford, CT 06105.**

3. SECURITY DEPOSIT: You will deposit with us \$ _____ as a security deposit. If you are in default under this lease, we may use the security deposit to pay the rent and or any other charges or fees or moneys you owe us under this lease. If you fulfill all of your agreements under this lease, we will return the security deposit to you within thirty (30) days after the lease ends and/or you vacate the apartment when you provide a forwarding address and return all keys. Security deposit funds are held in an account at Webster Bank Park road West Hartford.

4. USE. You will only use the apartment for yourself and _____. You will not sublease the apartment or let any other people live in the apartment this includes short term rentals like "Air B&B".

5. Utilities and Appliances: (T" for tenant "O" for owner)

Utilities	Paid by	Appliances	Supplied by
Cold Water		Air Conditioner	
Hot water		Stove	
Electricity		Refrigerator	
Heat		Dishwasher	
Trash Removal			
Bulk Trash	Tenant		

6. Parking is a privilege not a right. You May park your _____ car(s) on the premises (on a first come basis) providing you are not in default under this lease. Additional car(s) are \$ _____ / month each, with our written permission, provided space is available. **Parking is for authorized tenants only, not their guests. Your GUESTS MUST PARK ON THE STREET!** Unregistered and/or non-operational cars are subject to towing at your expense and risk, You will cooperate with snow removal, by removing vehicles from lot as necessary, you are responsible for snow removal on and 3 feet around your vehicle. You will park only in designated parking areas and not on any grass or sidewalk

You will only use these utilities and services in reasonable amounts. The rent will not be reduced if you do not receive any of the utilities or services. for reasons beyond our control

7. Attached as part of this lease are a lead disclosure notice, Bed Bug Notice, Fire Emergency Instructions as posted by the door in your apartment and _____ Addendum(s), labeled --->>

8 CARE OF APARTMENT. You will keep the apartment and all fixtures and appliances in a clean and safe condition. You will remove all ashes, garbage, rubbish and other waste in a clean and safe manner You will place all trash and recyclables into their proper containers. You will place trash and recycling receptacles to the street no earlier than 5pm the evening before collection day and replace them to rear of building within 8 hours after emptying. You agree to comply with local recycling requirements. Tenant is responsible for the disposal & removal of bulk trash, such as appliances, mattress, furniture, tires ETC...(Please contact office for instructions before placing your items outside or there is an \$25 administrative fee in addition to any disposal fees.) You will use all electrical, plumbing, heating, air conditioning and other facilities and appliances in a reasonable manner. You will not destroy or damage any part of the apartment or our appliances or any common area. If you smoke or use candles excessively you will pay to clean and stain kills all surfaces of the apartment. You will keep all surfaces free of mold and mildew by regular cleaning as necessary, including bathrooms and around windows. All cleaning inside the unit is the tenants' responsibility.

9. END OF TENANCY. When this lease ends, you will leave the apartment and remove all your property and property of others. You will leave the apartment in a good and clean condition, and you will pay to return apartment to the condition it was when you moved in, less any normal wear and tear. You will return all keys to our office, and give us a forwarding address in writing.

Initial Tenant _____ **Lessor** _____

10. ENTERING APARTMENT. We may enter the apartment at reasonable times to make necessary repairs or changes that we are required to make, or to supply the utilities or services that we have agreed to supply. We may also enter the apartment at reasonable times to show the apartment to possible or actual purchasers, mortgage lenders, insurers, appraisers, perspective tenants, workmen or contractors. We will give you reasonable notice of our intent to enter the apartment. You will not unreasonably deny us the right to enter the apartment. We may also enter the apartment at any time without your consent in case of an emergency.

11. CHANGES. You will not make any changes in the apartment or change the appearance of any walls, ceilings or floors, fixtures, appliances or cabinets. If you receive our permission to make any changes, any items that you install in the apartment will immediately be our property but you may use them until the lease ends. You may not make any other changes in the apartment except the following: **REDECORATING - OWNER WILL PROVIDE WHITE PAINT. TENANT PROVIDES LABOR, TOOLS AND AGREES TO DO THE WORK NEATLY. TENANT AGREES TO MAINTAIN THE PRESENT COLOR MOTIF, AND NOT PAINT ANY NATURAL WOODWORK. IF THE TENANT CHANGES THE COLOR CONTRARY TO THIS AGREEMENT TENANT AGREES TO REIMBURSE THE OWNER FOR COSTS ASSOCIATED WITH RE-PAINTING THE APARTMENT BACK TO THE ORIGINAL COLOR MOTIF.**

12. RULES AND REGULATIONS. You agree to comply with the following rules and regulations:

- A. You will not block any sidewalks, halls, or stairways, and you will not use these except to go to and from apartment. **NO LOITERING IN ANY COMMON AREAS.**
- B. You will not place any sign or advertisement, on the outside or inside of the building. You will not hang or shake anything from a window or balcony. You will not throw or drop anything from any windows, balconies, halls or stairways. Anything found in a common area is considered trash/rubbish and is subject to removal by us.
- C. You will not bring into the apartment anything which increases the cost for fire or liability insurance which we keep on the property. **NO GRILLS of any kind to be used or stored WITHIN 10' Of any BUILDING. NO Flammable materials, gasoline, propane, or charcoal to be stored in or near the building.**
- D. You will not use any electric appliances that are dangerous or that do not use ordinary electrical plugs.
- E. You will not install any locks on the doors leading to the apartment, and you will not change any existing locks.
- F. **You will not keep any pets or other animals in the apartment without our permission.**
- G. You will not disturb the other tenant's quiet enjoyment of the property. This includes, but not limited to, loud music or TV, parties, shouting or fighting, and the smoking of marijuana anywhere in or around the property.
- H. You will not glue down carpets or rugs. All Window shades and blinds are the property of the tenant.
- I. **NO UNREGISTERED AUTO'S, BOATS, TRAILERS, SNOWMOBILES, WASHERS, DRYERS, OR COMMERCIAL VEHICLES ALLOWED ON THE PREMISES. NO WATERBEDS. NO SATELLITE DISHES.**
- J. **NO REPAIRING OF AUTO'S OR CYCLES ON THE PREMISES.**
- K. **No trampolines, swimming pools of any size or other attractive nuisances allowed on premises.**
- L. **You will protect the window and surrounding frame and sill in the bathroom from water damage while showering.**
- M. **NO Child care/Daycare allowed, No Commercial Activities allowed. No T.V. antennas or satellite dishes on exterior of building**
- N. **You will notify us in writing, of any chipping or peeling paint in the apartment or premises.**

13. DEFAULT. You will be in default under this lease if:

- A. You do not make a payment of rent within ten (10) days after it is due; or
- B. You violate or do not do any of the things you agree to do under this lease; or
- C. You vacate the apartment or do not live in the apartment for a long time.

If you are in default under this lease, we may send you a notice and cancel this lease. The lease will end on the date that we give in our notice to you. If you do not do any of the things you promise to do under this lease, you will pay our costs to do the things that you did not do. You also will pay us interest on any amount you owe us which is past due. The interest will be at the rate of twelve percent (12%) per Year. If you are in default under this lease and/or if we refer the matter to an attorney to evict you, for any reason, you will pay us a reasonable attorneys fees up to \$800.00 and any court fees. If we refer this matter to an attorney for collection, you will pay us up to \$1,000.00 to cover any reasonable attorney fees, court cost, and expenses.

14. MOVING.

- A. **Notice;** Tenant is to give owner a written notice sent certified **at least thirty (30) days before lease ends stating that he/she intends to move.** The lease will end the last day of the month at noon, after said notice. No pro-rating of rent if tenant leaves early.
- B. **Hold Over;** If tenant stays on after the lease ends on a month to month basis, tenant agrees to comply all terms of this lease, including the thirty (30) day written notice required as set forth in 14A above.
- C. **Breaking Lease;** Tenant may break this lease providing he gives the owner the thirty (30) day notice provided for in 14A. above. In such a case, tenant agrees to pay as liquidated damages the following: If the tenant has been in the unit six (6) months or less, one month's rent. If the tenant has been in the unit over six (6) months, one half (1/2) a month's rent. In either case the rent must be current and the tenant is not in default under any provision of this lease.

Initial Tenant _____

Lessor _____

Vir 5-2020

15. MISCELLANEOUS. ●If there is more than one of you who signs this lease, then each of you agrees to pay the entire amount that you owe us. ●We can delay enforcing any of our rights under this lease without losing them. ●If we release any of you from this lease the rest of you must still pay the full amount you owe us. ●We can also give any of you more time to pay the amount you owe us. ●**Any and all changes to this lease must be in writing signed by us.** ● If any provision of this lease is invalid or unenforceable, the other provisions of this lease will still apply.

16. BINDING EFFECT. This lease shall be binding upon you and us and our respective successors, heirs, executors and administrators.

17. **SUBORDINATION.** Tenant's rights under this lease are subject and subordinate to all present and future mortgages on the building. Tenant agrees to sign whatever subordination documents necessary and at the Landlord's request.

18. **SPRINKLER SYSTEM.** **There is no fire sprinkler system installed at the location of this lease.**

19. **CONTACT:** **For routine calls and repair requests please reach us at the Office Phone Number 860-236-3851 TO REACH US DURING A TRUE EMERGENCY Call or Text us at 860-281-1235**

20. DELAY IN POSSESSION. If we cannot have your apartment ready on time because of circumstances beyond our control, we will not be liable to you. If this happens, you will begin to pay rent when we offer possession to you.

21. CHARGES. The tenant will pay a fifteen dollar (\$15.00) Charge for every check given to us that is returned un-paid. Lock out of apartment is a \$ 50.00 charge. Extra keys to apartment \$ 3.00 each during business hours. Clogged toilet \$20.00, or cost of replacement, Change/rekey lock \$20.00 each. Notice to quit = marshal fees + \$20.00 office administration fee. Failure to return from street, your recycle or trash container within 12 hours after it is emptied; \$20.00 each occurrence. Bulk trash disposal varies by item plus administrative fee of \$25 if office not notified in advance.

23. SMOKE DETECTOR. You acknowledge that _____ smoke detector(s) and **ONE Carbon Monoxide detector** are installed and working in your apartment, you have been shown and understand how to test the detectors and agree to test them monthly. You will maintain the detector and change the battery as necessary. You will notify us immediately if any smoke detector does not work, or you are unable to test it, as required. You understand that disabling a smoke detector is a criminal offense, as well as jeopardizing the safety of everyone in the building. We will assume the detectors are operating properly unless you notify us.

24. TENANT PERFORMANCE. You are notified that any information concerning any aspect of your tenancy including but not limited to, nonpayment of rent, late payments, bounced checks, evictions, arrests, or lease violations will be reported to CoreLogic Safe Rent 7300 Westmore Rd Suite 3 Rockville, MD 20850-5223. CoreLogic Safe Rents maintains databases of tenant performance in strict accordance with Fair Credit Reporting Act.

25. BED BUGS: You acknowledge receiving the pamphlet titled " Preventing and Getting Rid of Bed Bugs Safely", you will notify us within 24 hours of any suspicion that you have a bed bugs present in your apartment. With bed bugs, time is of the essence and your failure to notify us immediately in writing and by phone, may cause the infestation to spread beyond your apartment, in which case we may look to you for reimbursement for costs related to extermination.

25. LAWS. You will comply with all State and Federal laws and regulations regarding the apartment. You also will not permit any others to violate any State or Federal laws or regulations in the apartment. You are responsible for the actions of your guests.

26. Guarantors Notice: Guarantor unconditionally agrees to full payment and performance by tenant, and understands that their duty continues as long as tenant occupies the apartment, including any holdover periods and / or lease extensions. _____ initials

Rent _____

Security _____

Total Due _____

Deposit paid _____

Landlord/Manager/Agent Date

Tenant Date

Tenant / Guarantor Date