

Rieley Properties
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Burlington, VT 05406
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Office hours 9:30-4:30 M-F

Rieley Properties, LLC LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between **Rieley Properties, LLC** (“Owner”) and _____ (“Tenant”) whose HOUSEHOLD consists of the following members:

_____ N/A _____

(No other person may reside in the unit without prior written approval by the Owner, failure to do so is grounds for termination of tenancy.)

The Contract unit is located at: _____ Apt. _____

City: **Burlington** State: **Vermont** Zip: **05401** The total initial monthly rent is \$ _____. The rent is due on the **1st** day of the month beginning on _____, _____. The Tenant has deposited \$ _____ with the Owner as a security deposit. The amount of the rent to Owner is subject to change during the lease term in accordance with this lease. In Burlington, Owner must send a written notice of rent increase to Tenant a minimum of 90 days (3 full rental periods) prior to the effective date of the rent increase either prior to the expiration of the initial term of the lease or at any time after the tenancy has converted to a month-to-month term. In all other locations, Owner must give Tenant a minimum of 60 days (2 full rental periods) written notice of any rent increase.

1. Term of Lease.

Initial term of lease. The initial term begins on: _____. The initial term ends on: _____. Following the initial term, the lease will be renewed automatically on a month-to-month basis until: (1) termination of the lease by the Owner in accordance with paragraph 6 or upon a minimum of thirty (30) days written notice (one full rental period) if the Tenant has resided in the apartment for two (2) years or less or sixty (60) days written notice (2 full rental periods) if the Tenant has resided in the apartment for more than two (2) years by the Owner after the initial term for no cause; or (2) termination of the lease by the Tenant in accordance with the lease; or (3) by mutual agreement during the term of the lease.

2. Utilities and Appliances.

The Owner shall provide for or pay for the utilities and appliances as indicated below by an “O” without any additional charge to the Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated below by a “T”.

<u>Item</u>		<u>Provided by</u>	<u>Paid by</u>	<u>Item</u>		<u>Provided by</u>	<u>Paid by</u>
Heating	Natural gas	_____	_____	Water Heating	Natural gas	_____	_____
	Bottle gas	_____	_____		Bottle gas	_____	_____
	Oil/Electric	_____	_____		Oil/Electric	_____	_____

	Coal/Other	_____	_____		Coal/Other	_____	_____
Cooking	Natural gas	_____	_____	Water		_____	_____
	Bottle gas	_____	_____	Sewer		_____	_____
	Oil/Electric	_____	_____	Trash Collection		_____	_____
	Coal/Other	_____	_____	Range/Microwave		_____	_____
Other	Electric	_____	_____	Refrigerator		_____	_____
Air	Conditioning	_____	_____	Other (specify)		_____	_____
Lawn	care	_____	_____	Snow removal (driveway only)		_____	_____

The Tenant shall not waste utilities provided by the Owner.

Please list any other responsibilities to be assumed by either party:

Laundry facilities: _____

Washers& Dryers _____ are or _____ are not allowed on the property.

Outdoor pools/trampolines _____ are or are not allowed on the property. If allowed, the size of the pool is limited as follows:

SMOKING _____ is or is not allowed in the apartment. If smoking is not allowed the following applies: Smoking is prohibited anywhere in your unit; your building, including common areas; and within 50 feet of the site. You are responsible for ensuring that your family members, guests and invitees also comply with this rule. If smoking is not allowed, a violation of this rule will result in lease termination and eviction.

3. Use and Occupancy of Contract Unit.

- a. The Tenant must use the contract unit for residence by the persons listed on the lease. The unit must be the Tenant's only residence. *(Tenant may provide reasonable accommodations to guests or visitors not to exceed a total of fourteen (14) days in one year whether consecutive or non-consecutive days/nights.)*
- b. The Tenant must not sublease or let the unit.
- c. The Tenant must not assign the lease or transfer the unit.
- d. Members of the household _____ may or may not engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family (i.e. no home-based businesses of any nature may be operated out of the unit.)
- e. No soliciting is allowed on the property by Tenant, members of household or guest(s).
- f. Tenant is responsible for all conduct, behavior and/or actions of members of Tenant's household and/or guests.
- g. Before taking occupancy, tenant and landlord shall inspect the Unit and shall sign a completed Apartment Inspection Check List. Tenant's signing of the Apartment Inspection Check List upon completion will be deemed conclusive evidence of the delivery of the Apartment in the condition represented by the Apartment Inspection Check List. Upon termination of the apartment occupancy by the tenant, this same Apartment Inspection Check List will be completed again by the tenant and landlord and will be used, if

necessary, to determine responsibility for any damage, cleaning, or repair expenses to the apartment.

Failure of the tenant to schedule or attend the checkout inspection shall be deemed a waiver of this clause.

4. Maintenance and Utilities: Owner and Tenant Responsibilities.

a. The Owner or Owner's agent may enter the dwelling unit only for the following purposes: (a) to inspect to see if Tenant is complying with this agreement. (b) to make repairs, alterations or improvements/supply agreed services, and (c) to exhibit the unit to prospective purchasers, mortgagees, Tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However Owner shall, except in an emergency, give the Tenant at least twenty four (24) hours notice of Owner's intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.

b. The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs within thirty (30) days of demand for payment. Failure to do so will result in grounds for termination of tenancy.

c. The Tenant must maintain utilities. Failure to do so shall be grounds for termination of tenancy.

d. The Tenant must pay for any utilities and provide any appliances that the Owner is not required to pay for or provide under the lease. Failure to do so shall be grounds for termination of tenancy.

e. Tenant's Obligations.

(1) Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damage at Tenant's own expense. If, (i) Tenant fails to make agreed upon repairs, or, (ii) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon thirty (30) days demand shall be grounds for termination of lease. If the Tenant renders that unit uninhabitable, Tenant shall still be responsible to pay for the rent during the time the unit is damaged, whether or not the unit is uninhabitable.

(2) The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. In the event Owner or its agent must send Tenant a written demand for payment, Tenant shall be charged 5% of monthly rent. Said late charge will be in addition to the usual monthly rental and will apply if rent is unpaid after the 5th day of the month. There will be a returned check fee of \$ 25.00.

(3) Locks. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Dwelling Unit without the advance written consent of the Owner. If the Owner so consents, the Tenant will provide the Owner with a key for each new lock or gate. When this Lease terminates, the Tenant will return all keys to the unit to the Owner. There will be a charge for lost keys and for keys not returned. The charge is \$5.00 per key. If the locks need to be changed the cost is \$50.00 per lock set.

(4) Restrictions on Alterations. The Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without the prior written consent of the Owner, including without limitation, the following:

- a) change or remove any part of the appliances, fixtures, mechanical systems, furnishings, or equipment in the unit;
- b) paint or install wallpaper or contact paper in the unit;
- c) attach awnings, ceiling fans, window guards, radio aerials or CB and television antennas, cameras and transmitters to the unit;
- d) attach any shelves, screen doors, or other permanent improvements in the unit;
- e) install heaters, air conditioners or waterbeds in the unit;
- f) place any aerials, antennas, satellite dishes or other electrical connections on the unit; or
- g) X Gas grills and propane tanks are not allowed or _____ Tenant may use gas grills or barbecues on balconies or within five feet of structures.
- i) use the roofs for any purpose whatsoever, including, but not limited to, sunbathing or placing furniture on the roofs.

(5) Common Areas. The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose other than those of ingress and egress from the unit. This provision applies to Tenant's household members and guests. In the event the Owner receives a monetary fine by a municipality for the Tenant's personal possessions being in the common areas in violation of a municipal ordinance, Tenant shall be responsible to reimburse Owner for said fine. Failure to reimburse Owner within thirty (30) days of demand for payment from Owner shall constitute a lease violation and Tenant shall be subject to eviction.

(6) Insurance. Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect Tenant's personal property with adequate personal property insurance. It is the intention of this Lease that the Owner shall insure the unit and the Tenant shall insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possessions unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent or intentional conduct and the negligent or intentional conduct of Tenant's household and guests. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.

(7) Pets: Tenant may _____ or may not X keep a pet(s) on the premises. Owner's pet policy:

_____ If a cat is allowed, the tenant is responsible for the replacement of the entire carpet in the apartment should the animal urinate on any portion of said carpet . The cost to replace the carpet is a maximum of \$1700.00 for a two bedroom unit. _____

Owner may or may not require a pet deposit if pets are allowed at the unit.

(8) Noise. Tenant agrees not to allow on his premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other

Tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for the conduct of the members of the household and for all guests.

(9) Parking: Owner does _____ or does not ____ provide very limited parking at the unit. If parking is provided, Owner's parking policy is as follows: _____ **Parking is on a first come, first server basis. The owner does not regulate or guarantee access to the parking area. No more than one car per tenant is allowed. Any cars or trucks that are unregistered will towed at the owners expense. If Parking Tags are issued for your apartment, your apartment will be issued a maximum of __0__ tags.** These are to be hung on the back of the rear view mirror. Cars without Parking Tags will be towed.

Further, if parking is allowed Tenant shall not repair, wash, change the oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property.

(10) Guest Policy: Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days in a one year period and it does not matter whether these 14 days run consecutively or not.

(11) Weapons: Tenant shall not display or in any way threaten, intimidate or harass any resident, guest or agent of the Landlord/Owner with any weapon of any kind or any instrument that could be deemed or perceived to be a weapon, including but not limited to firearms, rifles, shotguns, bbguns, pellet guns, paintball guns, knives, machetes and the like in or on the commons areas of the property. Tenant shall not discharge any type of firearm on the property, including Tenant's unit.

(12) Tenant shall not tamper with or in any way disable smoke and/or CO detectors in the unit or on the property. This is grounds for termination of lease and eviction. Further, if a fine is imposed by the local municipality or by the State, Tenant shall be responsible to pay said fine if the fine resulted from Tenant's actions. If Owner is required to pay the fine, the Tenant shall reimburse Owner within thirty (30) days upon demand or this, too, is grounds for termination of tenancy.

5. Termination of Lease.

a. Termination of lease.

The lease terminates if:

- (1) The Owner terminates the tenancy as provided herein;
- (2) The Tenant terminates the lease with a minimum of thirty (30) calendar days written notice (one full rental period), but not more than sixty (60) days (two full rental periods), after the initial term; or
- (3) The Owner and the Tenant agree to terminate the lease.

6. Termination of Tenancy by Owner.

a. Grounds.

i. During the initial term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon written thirty (30) days notice, except for the non-payment of rent which shall be upon fourteen (14) days notice:

- (1) Serious or repeated violations of the terms and conditions of the lease;

- (2) Violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;
 - (3) Criminal activity (as provided in paragraph b);
 - (4) Non-payment of rent or repeated failure to pay rent in a timely manner;
 - (5) Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;
 - (6) Interfering with the management of the property;
 - (7) Causing an undue financial burden on the property; or
 - (8) Other good cause (as provided in paragraph c).
- ii. The requirement to terminate tenancy for such grounds:
- (1) Applies during the term of the lease, including the initial term and any extension term; and
 - (2) Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.
- iii. After the initial term, the Owner may terminate the lease for no cause upon a minimum of thirty (30) days if the Tenant has resided in the unit for less than two (2) years and sixty (60) days written notice to Tenant if the Tenant has resided in the unit for two (2) or more years.

b. Criminal activity.

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

- (1) Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (*including conduct/actions against or harassment of the Owner and/or property management staff and/or any agents/contractors/vendors of Owner*);
- (2) Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (3) Any violent criminal activity on or off the premises;
- (4) Any drug-related criminal activity on or off the premises;
- (5) Any other activity which impairs the physical or social environment of the premises.
- (6) Illegal use or possession of a controlled substance; or
- (7) Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
- (8) Interference with management of property.
- (9) Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the

domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not evicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity.

In addition, the Owner may terminate the tenancy if any member of the household is:

- (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
- (2) Violating a condition of probation or parole under Federal or State law.

c. Other good cause for termination of tenancy.

- (1) During the first year of the initial lease term or anytime during the tenancy, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial term of the lease or during any extension term, other good cause includes, but is not limited to:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property,
 - (c) Failure to pay Owner for damages caused by Tenant.
 - (d) Failure to maintain utilities or wasting utilities provided by the Owner,
 - (e) Allowing persons not named on the lease to reside in the unit without Owner's prior written consent, or
 - (f) Living or housekeeping habits that cause damage or present safety concerns to the Tenant, other residents or to the unit or premises or that may otherwise result in minimum housing violations.
 - (g) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim of such violence.

d. Eviction by court action.

The Owner may only evict the Tenant from the contract unit by instituting a court action.

7. Owner Termination Notice.

a. Notice of grounds.

The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any Owner eviction notice to the Tenant. Owner eviction notice means a notice to vacate, or a complaint used under State or local law to commence an eviction action.

8. Security Deposit.

- a. The Owner may collect a security deposit from the Tenant equal to the initial month's rent. Owner has collected \$ _____ from the Tenant to be applied toward Tenant's security deposit.

- b. When the Tenant moves out of the contract unit, the Owner, subject to State and local law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the Lease, as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.
- c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit.
- d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the Owner may collect the balance from the Tenant.
- e. In the event Tenant violates the terms of the lease and it is necessary for Owner to terminate the tenancy, including early termination by Tenant, the full security deposit shall be retained by Owner as liquidated damages.
- f. If more than one person is named as the Tenant, such persons agree that they will work out the details of dividing any security deposit refund among themselves. The Owner may pay a security deposit refund to any adult person named as the Tenant. Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant on the lease has vacated the unit.
- g. The security deposit shall not be used for the last month's rent.

9. Mandatory Recycling.

In jurisdictions, for example, Burlington, where recycling is mandatory, Tenant shall comply with the applicable ordinances and regulations on mandatory recycling. Tenant shall sort and separate recyclable materials from all other solid waste and place recyclables in proper recycling containers provided. If the local jurisdiction finds that Tenant has violated any provisions of the recycling laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

10. Prohibition of Discrimination.

In accordance with applicable equal opportunity statutes, executive orders, and regulations, the Owner must not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, gender identity or gender-related characteristics or because a person intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

11. Written Notices.

When this lease requires any notice by the Tenant or Owner, the notice must be in writing and delivered either personally or by first class mail.

Notice to the Owner shall be sent to: Rieley Properties, PO Box 4279, Burlington, VT 05406 .

Notice to the Tenant shall be sent to: _____.

12. Lead-based Paint Disclosure.

Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

(X) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is applicable and *is* attached to this lease.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards *is not* applicable and is attached to this lease.

13. Joint & Several Liability.

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

14. Severability.

If any provision of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver.

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease, including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

16. Attorney's Fees.

If the Tenant acts in violation of this lease, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant, if successful in its action to enforce the lease. Violation of any of the provisions of this lease shall be grounds for termination of the lease and eviction.

17. Delivery of Possession.

The Owner's obligation to deliver possession of the unit is contingent upon the current occupant of the unit vacating the unit and removing all personal property from the unit. The parties acknowledge that failure of the current occupant of the unit to deliver possession shall cancel this Lease, and all deposit monies and pre-paid rent shall be returned to Tenant.

18. Surrender of Unit; Breaking of Lease.

If the Tenant vacates the unit prior to the expiration of the initial term (i.e. breaks the lease), Tenant shall be liable to pay Owner for all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, carpets, painting, etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time as a new tenant is found for the unit. Tenant's security deposit shall be made available to cover part or all of these consequential damages that may be incurred by the Owner because of Tenant's breach of the lease. If the Tenant fails to give full and proper thirty (30) days written notice (60 days notice required in Burlington) to Owner that Tenant is vacating-Tenant shall forfeit Tenant's full security deposit, plus accrued interest if any.

19. Damage to Unit/Habitability.

This Lease may, at the Owner's discretion, terminate immediately should the leased premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental.

OTHER TERMS AND CONDITIONS

CITY OF BURLINGTON

**An Ordinance in Relation to
NOISE CONTROL**

Signed by the Mayor 05/08/96

Published 05/15/96

Effective 05/08/96

It is hereby Ordained by the City Council of the City of Burlington, as follows:

That the code of ordinance of the City of Burlington be and hereby is amended by deleting Secs. 21-13, 21-14, 21-15, 21-16 in their entirety, by adding new Sec 21-13 and by amending Sec. 21-565 thereof to read as follows:

Sec 21-13. Noise Control Ordinance

I Purpose. The purpose of this section is to preserve the public health, safety and welfare by prohibiting excessive and disturbing noise and to prevent noise which is detrimental to the peace and good order of the community. It is the goal of the ordinance to allow all residences of our cit to peaceful coexist in a manner which is mutually respectful of the interest and rights of others.

II Prohibited noise offenses,

- a. General Prohibition. It shall be unlawful for any person to make or cause to be made any loud or unreasonable noise. Noise shall be deemed to be unreasonable when it disturbs, injures, or endangers the peace or health of another or when it endangers the health, safety or welfare of the community. Any such noise shall be considered to be a noise disturbance and a public nuisance.
- b. Express prohibitions. The following acts, which enumeration shall not be deemed to be exclusive, are declared to be noise disturbances:
 - (1) Radios, television sets, musical instruments, phonographs and similar devices. The operation or permitting the use or operation of any musical instrument, radio, television, phonograph or other device for the production or reproduction of sound in such a manner as to be audible through walls between units within the same building, from another property or from the street.
 - (2) Motor Vehicle sound equipment. The operation or permitting the operation of any radio, stereo, or other sound amplification equipment from a motor vehicle that is audible at twenty-five (25) feet from such vehicle. The term "motor vehicle" shall mean any car, truck, or motorcycle.
 - (3) Parties and other social events. It shall be unlawful for any person in charge of a party or other social event to allow that party to produce noise in a loud or offensive manner such that the noise interferes with the peace or health of members of the public or is audible through walls between units within the same building, from another property or from the street. A person shall be deemed to be in charge of a

- (4) party or social event when that event occurs on private property and the person is present at the event and resides on the premises involved or is a person who lives in or on the premises involved and who has authorized the use of the premises for such event.
- (5) Machinery. The operation or permitting or direction of any power equipment or machinery outdoors between the hours of 9:00 PM and 7:00 AM except in emergency situations
- (6) Construction Noise. The excavation, demolition, erection, construction, alternation or repair of any premises or structure between the hours of 9:00 PM and 7:00 AM except in emergency situations.
- (7) Loudspeakers. The use of loudspeakers or other sound amplification equipment upon the public streets for the purpose of commercial advertizing or attracting the attention of the public to any building or site.

III. Exemptions. Noise from the following sources shall be exempt from the prohibition specified herein:

- a. All Safety signals and warning devices or any other devices used to alert persons to any emergency or used during the conduction of emergency work including by not limited to police, fire and rescue vehicle sirens.
- b. The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside daytime hours.
- c. Snow removal equipment operated within the manufacturer's specification and in proper operating condition.
- d. Musical, recreational and athletic events conducted by and on the site of a school or educational institution.
- e. Events conducted by or permitted by the City. Person operating an event under the authority of an entertainment permit, parade/street event permit or parks special use permit shall comply with all conditions of such permits with respect to noise control issues.
- f. Construction or repair work which must be done to address an emergency health or safety concern and that cannot be accomplished during daytime hours and which is not work which includes normal maintenance and repair.

IV. Notification by property owners of rental housing.

Owners of rental housing shall be required to provide a copy o this ordinance to a tenant at the start of tenancy, however, the failure of an owner to provide a copy of the ordinance shall not be a defense to a violation of this section.

- a. First Offense. A first offence of any provision of this ordinance by a person during a calendar year shall be deemed a civil ordinance violation and shall be punishable by a fine of from \$100.00 to \$500.00. The waiver fine shall be \$100.00. Any law enforcement officer may issue a municipal complaint ticket for such offense.
- b. Second and subsequent offenses. A second offense during a twelve month period shall be deemed to be a criminal offense and shall be punishable by a fine from \$200.00 to \$500.00. Each subsequent offense shall be deemed a criminal offense and shall be punishable by a fine from \$300.00 to \$500.00.

SMOKE ALARM/DETECTOR RELEASE

I/we the undersigned have personally checked the smoke alarm/detector(s) in the apartment that we are renting and find them to be in working order. I/we under that the law requires the Landlord to provide a working smoke alarm/detector in this apartment. I/we agree that a smoke detector/alarm is installed on the ceiling or wall in order to alert me as to the presence of smoke in order to help save my life in the case of fire.

I also agree that by removing the smoke alarm/detector or disabling it in any manner is putting my live at great risk in case of fire and by doing so I am absolving the Landlord or Agent from any responsibility for losses due to my/or non-compliance with the law or malfunction of the alarm and that I/we are in violation of the lease agreement. I/we also understand that we must obtain "Renter's Insurance" to cover any losses to personal contents of our apartment as result of damage incurred by fire and the Landlord's insurance does not cover our personal belongings.

It is understood that the owner shall be responsible for servicing or maintenance of the smoke detectors in the Tenant's Apartment. The tenant must provide the owner with timely notification of smoke detector/alarm mal-functions in order that the smoke detector/alarms can be repaired as quickly as possible.

tenant initials

SIGNATURES: Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease.

Rieley Properties, LLC lease Signature page

Date

Adult Tenant

Date

Owner
By: Duly authorized agent

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In compliance with VAWA - 12/8/06

Addendum to Lease Agreement – 817 Pine LLC and Rieley Properties LLC

1. The tenant(s) is responsible for repainting the apartment or rooms prior to vacating if the color has been changed from the standard off-white. Requirement for repainting will be determined by Susan Breen of Rieley Properties. If tenant so desires, Rieley Properties will touch up or repaint the apartment/rooms at the tenant's expense.
2. The damage deposit may not be used as the last month's rent or rent owed.
3. Heat is / ***is not*** included in the rent.
4. See attached MOVE-OUT cost schedule for cleaning and or repair charges.
5. The LESSEE(s) shall not sublet the premises without the express written consent of the LESSOR.
6. No one other than the parties named on the lease shall reside in the apartment.
7. Tenants are responsible for any extra trash removal costs billed to Rieley Properties such as a sofa, chair, table etc. over and above the normal monthly service fees. This extra amount will be split proportionally amongst the apartments in the building.
8. A noon Vacancy on the last date of the lease expiration is required.
9. Prior to vacating the unit, carpets shall be professionally cleaned. LESSEE shall be responsible for said expense and shall produce a paid receipt from a professional cleaning service at check out time. If LESSEE fails to arrange for carpet cleaning, LESSOR will contract for service and deduct the expense from the security deposit. Our fee to shampoo for you is \$.30 per square foot or approximately \$180 per two-bedroom apartment.
10. Tenants will contact Burlington Electric Department (802-865-7300) and Vermont Gas (802-863-4511) to have the utilities turned on in their apartment prior to occupying the unit. The apartment is wired for phone through Fairpoint Communications (800-400-5568) and for cable through Comcast (877-486-6150), both of which are optional. The telephone number for Burlington Telecom is 802-540-0007.
11. Tenants will contact Susan Breen of Rieley Properties to schedule a move-in inspection on the day that they wish to occupy the apartment. The phone number is 324-1454 during normal business hours.
12. **Tenants are responsible for the payment of the Burlington Rental Unit Registration Fee. The fee is \$125.00 per apartment or the prevailing rate as mandated by the city of Burlington, whichever is lower. The fee is paid annually in March. Tenants will be billed the fee By Lessor (Rieley Properties) and will pay Lessor upon receipt of the bill.**
13. If you are locked out of your apartment and you call us after hours, there is a \$50 charge for us to open the apartment for you.
14. You are responsible for any incursion into the apartment of pests or bedbugs. You are responsible for the cost to eradicate the pests utilizing a high heat process. The minimum charge is \$850.00. This cost is for a two bedroom apartment. Each additional bedroom requiring treatment will increase the cost by \$250.00. Rieley Properties, upon notification that pests exist will take action immediately to solve the problem. Again, this will be at your cost. You can help protect yourself by not purchasing used furniture or bedding from unknown sources for use in the apartment. If you plan on bringing in items that were given to you for use in the apartment that are not new please check them very carefully.
15. Water/Sewer invoice delinquent balances are subject to a 1% per month interest charge after 30 days.

tenant initials

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial):

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed Lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessee Date Lessee Date

Lessee Date Lessee Date

Lessee Date Lessee Date

Lessor Date Agent or Owner Date