

LEASE FOR RESIDENTIAL PROPERTY

This Lease is made and entered into on **** between **** herein referred to as Landlord, and ** having a social security number of **see application 5** herein referred to as Tenant, in consideration of the mutual covenants herein set forth. Landlord leases to Tenant the property situated at * in the Town of ****, county of ****, State of **Connecticut**, together with all fixtures, improvements, and appurtenances, all being hereinafter referred to as the Property.

1. Term. The initial term of this lease shall be for ****, to commence on ****, and end on ****, at 10 o'clock, a.m. If the commencement date begins on the 2nd day through the 19th day of any month, prorated rent shall be paid at the time of leasing the property. If the initial term begins on the 20th through the last day of the month, prorated rent shall be paid together with the first full month's rent in advance. Landlord shall deliver possession of the Property in clean condition with all systems and appliances in working order and with the roof free of leaks.

2. Possession. If Landlord is unable to deliver possession of the Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within thirty (30) days of the Commencement Date, Tenant may void this Lease and be refunded any deposits paid to Landlord. Landlord shall not be liable for delays in the delivery of possession to Tenant.

3. Rent. Tenant agrees to pay rent in advance, without demand, to Landlord in the amount of ****, . Rent is payable by personal check, money order, cashier's check or Electronic Bank Payment on the first day of each calendar month during the lease term at the address set forth herein below, or at such other place as Landlord may designate. Mailing the rent does not constitute payment. Rents must be received by the first of the month at the address set forth at the end of the Lease agreement to be considered paid.

4. Late Payment; Service Charge for Returned Checks. Rent must be received by the Landlord within the statutory period as set forth in Connecticut General Statutes §47a-15(a). If Landlord chooses to accept late payment of rent, such payment must include the late fee equaling 5% of the monthly rent, or ****, . Landlord reserves the right to require additional security deposit up to the legal limit after one or more late payments by Tenant. If Tenant's check fails to clear the bank in any given month, Tenant must pay a returned check fee of (\$30). Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

- (a) **5. Security Deposit.** On execution of this lease, Tenant deposits with Landlord One Months Rent before taking possession of the Property as security for Tenant's fulfillment of the conditions of this Lease. The Security Deposit shall be maintained, held and accounted for pursuant to the terms of Connecticut General Statutes §47a-21 et. Seq.

The Security Deposit may be applied by Landlord to satisfy all or part of Tenant's obligations, and such act shall not prevent Landlord from claiming damages in excess of the Security Deposit as permitted by Connecticut law. Tenant may not apply any portion of the Security Deposit to rent payment.

- (b) Landlord may apply or retain all or part of the Security Deposit for the payment of any sum which Tenant owes Landlord, or for any sum which Landlord may actually expend for actual damage arising out of or related to Tenant's abandonment of the Property or default in this Lease. This includes, but is not limited to any repair, replacement, cleaning or painting of the Property necessary due to the negligence, carelessness, accident, or abuse of Tenant or guests, or members of Tenant's household. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, and shall include with such statement any portion to be refunded. Notwithstanding anything contained herein, the

security deposit shall be accounted for pursuant to the terms of Connecticut General Statutes §47a-21 et. Seq.

6. Quiet Enjoyment. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Tenant 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 Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease except that Tenant shall be obligated to perform any repairs or alterations necessary to comply with law unless caused by tenants particular use of the Property.

8. Number of Occupants. Tenant agrees that the demised premises shall be occupied by no more than **Four (4)** persons, without the written consent of Landlord. IN THE EVENT THAT ANY OTHER INDIVIDUAL, OTHER THAN THE NAMED TENANT OCCUPIES THE PREMISES, TENANT SHALL PAY AN ADDITIONAL SUM OF \$2,000 PER MONTH AS ADDITIONAL RENT. AN OCCUPANT SHALL BE DEFINED AS ANYONE, WHETHER RELATED TO THE TENANT OR NOT, WHO REMAINS ON THE PREMISES OVERNIGHT FOR AT LEAST TWO DAYS PER WEEK FOR A PERIOD OF NOT LESS THAN TWO WEEKS. IN THE EVENT THAT ANYONE OTHER THAN TENANT OCCUPIES THE DEMISED PREMISES, LANDLORD SHALL GIVE TENANT WRITTEN NOTICE OF THE DATES DURING WHICH THE OCCUPANT WAS PRESENT AT THE DEMISED PREMISES, AND SHALL SET FORTH THE AMOUNT OF ADDITIONAL RENT DUE. ADDITIONAL RENT SHALL BE PAYABLE RETROACTIVELY FROM THE FIRST DATE ON WHICH THE OCCUPANT WAS PRESENT AT THE PROPERTY.

9. Pets. Tenant shall keep no domestic or other animals on or about the leased premises without the written consent of Landlord. If Landlord permits pets, Tenant must deposit a Pet Deposit with Landlord in the amount of (\$****). Tenant agrees to have the Property treated for ticks and fleas by a professional exterminator upon termination of this Lease (regardless of the Pet Deposit), and proof must be provided for return of the Security Deposit. Tenant agrees to abide by all local laws and ordinances applicable to pets and to not allow them to become a nuisance at any time.

10. Utilities. Tenant shall be responsible for arranging for, and the prompt and timely payment of, all utility services required on the premises, including charges for:

Electricity	<u> YES </u>	Garbage	<u> NO </u>
Natural Gas	<u> YES </u>	Telephone	<u> YES </u>
Cable	<u> YES </u>	Water	<u> NO </u>

11. Move-In/Move-Out Inspection; Condition of Premises. At the time of possession, Tenant will be given the right to inspect the Property. Tenant stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, except for latent defects, in good order, repair, and a safe, clean, and tenantable condition. If any existing damage is found, Tenant must note it on the Move-In/Move-Out Inspection Form presented at walk through

12. Alterations and Improvements. Tenant shall make no alterations to the building on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the demised premises at the expiration or sooner termination of this lease. Handing artwork and other minor wall hangings shall not be deemed to be an alteration.

13. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of his family, agent, or visitor, the premises shall be promptly repaired by Landlord 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 untenable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of his family, agent, or visitor to the extent that Landlord 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.

14. Dangerous Materials. Tenant shall not keep or have on the leased premises any article or thing 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 by any responsible insurance company.

15. Maintenance. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. In particular, Tenant shall keep the house clean (), the fixtures in the house or on or about the leased premises in good order and repair () keep the electric bells in order (); keep the walks free from dirt and debris (). The landlord will be responsible for snow removal and lawn maintenance.

16. Repair. Tenant will, at his sole expense make all required minor repairs costing less than Ten (\$ 10). In addition, Tenant agrees to repair or pay for any repairs of damages which result from negligence on Tenant's part from broken water pipes due to below freezing temperatures. Any repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures caused by damage resulting from Tenant's misuse, waste, or neglect or that of his family, agent, or visitor will also be the responsibility of the Tenant.

Within a reasonable period of time, Landlord will repair all other deficiencies. Major repairs shall include structural defects, built-in appliances, electrical, plumbing, heating and cooling system damage which are not caused by Tenant's misuse or neglect. Tenant shall notify the Landlord in writing immediately of any hazardous or dangerous condition existing in or around the property. Unsafe conditions will be given the highest priority.

17. Right of Inspection. Landlord and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof upon reasonable notice, to enter the demised premises for inspection, repairs and maintenance. Landlord will provide notice prior to entering. In case of emergency, Landlord may enter the property at any time to protect life and prevent damage to the Property without prior notice to and the consent of Tenant.

18. Insurance – Tenants are required to purchase a renters insurance policy. Policy should cover tenant's personal property, Fire and lightning, Windstorm or Hail, Freezing of plumbing system and Theft

19. Renewal Term. Either party may terminate this lease at the end of the lease term by giving the other party thirty (30) days written notice prior to the end of the term. If neither party gives notice of termination, the lease will automatically be extended on a month-to-month basis with all terms remaining the same. Thereafter, either party may terminate upon 30 days written notice, except that Landlord reserves the right to increase the amount of Rent upon delivery of written notice to Tenant 30 days prior to the effective date of any increases.

20. Assignment and Subletting. Tenant shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof, without the prior written consent of Landlord which cannot be unreasonably withheld. A consent by Landlord 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 Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease.

21. Right of Access and Signage. Landlord or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs, placing a lockbox on the demised premises, and of showing the property to prospective purchasers or tenants. Landlord will provide 6 hour notice for showings.

22. Surrender of Premises. At the expiration of the lease term, Tenant 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.

23. Subordination of Lease. This lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Landlord, 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. TENANT hereby further agrees, anything hereinbefore contained notwithstanding, that TENANT will, in the event that LANDLORD shall deem it necessary or desirable, execute acknowledge, seal and deliver any and all agreements subordinating this lease to the liens of any existing, future or new mortgages or building loan agreements or any extension, renewals or modifications thereof

24. Default. If Tenant defaults in the performance of or compliance with any term or condition of the lease, including but not limited to failure to pay rent or to reimburse Landlord for repairs when due, then Landlord shall have the right to terminate the lease or to enter and take possession of the Property.

25. Attorney's Fees and Costs of Collection. Whenever any sums due hereunder are collected by an action at law or in equity, or by attorney at law, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

26. Indemnification. Tenant releases landlord from liability for and agrees to indemnify Landlord against all losses incurred by Landlord as a result of: (a) tenant's failure to fulfill any condition of this lease; (b) any damage or injury happening in or about the Property to Tenant or Tenant's invitee or licensees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrances filed against the Property as a result of Tenant's actions.

27. Notices. Except as otherwise noted herein, all notices including demands, required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by an overnight delivery service; ~~(3) by facsimile transmission (fax);~~ or (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. Notwithstanding the above, notice by fax shall be deemed to have been given as of the date and time it is if the sending fax produces a written confirmation with the date, time and telephone number to which the notice was sent. Notices shall be sent to Landlord at the address listed at the end of the Lease agreement. All references to any notice required to be given or due dates for rental payments shall be strictly construed.

28. Abandonment. If at any time during the term of this lease Tenant abandons the Property or any part thereof, Landlord may, at his option, enter the Property by any means without being liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, re-let the Property for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so. Notwithstanding anything to the contrary stated herein, Landlord shall comply with Connecticut General Statutes § 47a-11a and §47a-11b as they relate to abandonment of the dwelling unit by Tenant.

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. Other Terms.

- a) Tenant agrees to adhere to the Covenants, Rules, Regulations and Restrictions for the community if the property is located within a condominium or planned unit development or cooperative housing association.

- b) This lease is contingent upon Landlord completing all renovations to the property by July 1st, 2017. If Landlord does not complete renovations by said date, tenant may terminate this lease and receive back all deposit money paid hereunder.
- c) This lease is further contingent upon Landlord receiving approval from the town of Hamden to allow occupancy as Student Housing. In the event that Landlord cannot obtain said approval by August 1, 2017, landlord may terminate this lease with no further obligation to Tenant and landlord shall refund any monies paid hereunder.
- d) Tenant understands that the Landlord's hazard insurance applies only to the structure he occupies. If he so desires, Tenant are required to purchase rental insurance to cover own personal assets.
- e) Pronouns and nouns and all variations thereof used in this Lease shall be deemed to refer to the masculine, feminine or neuter, and the singular or plural, as the identity of the parties or the sense of the context may require.
- f) If any term or provision of this Agreement shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be valid and enforceable to the fullest extent permitted by law, subject to such modification as may be necessitated by such invalidity, illegality or unenforceability.
- g) This Agreement shall be construed and enforced under the applicable procedural, statutory and common law of the State of Connecticut. The parties hereto hereby consent and submit themselves to the jurisdiction of the Courts of the State of Connecticut with respect to any controversy arising under or relating to this Lease.
- h) No party shall claim benefit of the legal principle that an agreement or other instrument shall be construed against its draftsman. Unless otherwise specifically provided, references in this Lease to paragraphs, schedules and exhibits are the paragraphs of and the exhibits and schedules appended to this Agreement. The foregoing rules of construction are in addition to and not in limitation of any other rule of construction elsewhere contained in this Agreement.
- i) Landlord may, from time to time, adopt such rules as are reasonably necessary to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for all the tenants generally. Landlord shall promptly notify Tenant of the adoption of any new rule or regulation.
- j) Landlord is allow to enter the property with reasonable notice. In case of an emergency the landlord can enter the premise at any time.
- k) Tenants will abide with all Quinnipiac University and Hamden Zoning laws.
- l) Tenants are not allowed to use the roof for leisure purposes. Tenants are not allowed to use the fireplace or have open fires on the property. Absolutely no smoking is allowed inside the property. Tenants are not allowed to paint any part of the house.

Signature Page # 6 of 8

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Landlord Date

Tenant (name) Date

Landlord Date

Tenant (signature) Date

Telephone #

Tenant (name) Date

Tenant (name) Date

Tenant (signature) Date

Tenant (signature) Date

Tenant (name) Date

Tenant (signature) Date

Landlord's Address for notices and mailing of Rent:

****,

Checks Payable to:

****,

FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGEMENT OF INFORMATION ON LEAD-BASED PAINT AND 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 (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. **Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.**

LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (check one below)

- Lessor (landlord) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 - Lessor (landlord) knows that lead-based paint and/or lead-based paint hazards are present in the housing (explain).
-

Records and reports available to the lessor (check one below)

- Lessor (landlord) has provided the lessee (tenant) with all available records and reports pertaining to lead-based paint hazards in the housing (list documents below).
- Lessor (landlord) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LESSEE'S ACKNOWLEDGEMENT (initial)

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

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

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.

LESSOR (Landlord)

Date

LESSEE (Tenant)

Date

LESSEE (Tenant)

Date

