

# LEASE

## 1. Date of Lease; Parties

This Lease is made on \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, Landlord, and \_\_\_\_\_ and \_\_\_\_\_, Tenant(s). The parties shall be referred to as "Landlord" and "Tenant" in the remaining provisions of this Lease.

## 2. Lease

Landlord hereby leases to Tenant the  house and grounds  apartment located at \_\_\_\_\_, Connecticut 06\_\_\_\_, referred to in this Lease as "the Premises."

## 3. Term of Lease

The term of this Lease is one year. It begins on \_\_\_\_\_, 20\_\_\_\_ and ends on \_\_\_\_\_, 20\_\_\_\_ at 11:59 p.m.

## 4. Rent; Time and Manner of Payment of Rent

The total rent for the term of this Lease is \$\_\_\_\_\_. The rent must be paid in equal monthly installments of \$\_\_\_\_\_ on the first day of each month of the term of the Lease. Tenant has paid the sum of \$\_\_\_\_\_, receipt of which is acknowledged, as a deposit in order to hold the Premises open for rental. Tenant shall pay the additional sum of \$\_\_\_\_\_ as an additional deposit upon the execution of this Lease. Any deposits in excess of the first monthly installment of rent shall be applied to Security (See Paragraph 16).

## 5. Use of The Premises

The Premises must be used and occupied only and solely as a private dwelling for Tenant and Tenant's children, if any, to live in. It may not be used for any other purpose. Any full-time occupancy by any other party who has not signed this Lease is prohibited.

Tenant will not store any unregistered automobiles, motorized contrivances, building materials, hazardous materials, or other personal property on or upon the outside grounds of the Premises.

If checked, Tenant may keep \_\_\_\_\_ as pet(s) on the Premises and outside grounds. Tenant shall keep the pet(s) healthy and well groomed. Tenant shall also keep the Premises and outside grounds free from animal waste, litter and other noxious or unhealthy animal byproducts.

**6. Condition of The Premises**

It is understood that Tenant will take possession of the Premises in its present condition.

Any appliances located in the Premises on the date of this Lease are furnished solely for the convenience of Tenant and are not a part of this Lease unless otherwise noted in the Lease. Tenant shall perform, at Tenant's sole expense, any maintenance required on the appliances.

(Applicable if checked) Tenant shall keep the outside driveways, sidewalks and walkways free from snow and ice and accumulations of litter and debris and shall mow the lawn when necessary to maintain a neat appearance to the outside grounds.

Tenant acknowledges that there are smoke detectors present at the Premises. Tenant will not do any act which serves to disable or damage the smoke detectors. In the event that a smoke detector malfunctions, Tenant will promptly notify Landlord of the malfunction.

**7. Requirements of Law**

Tenant is to comply with all the sanitary laws, ordinances and rules, and all orders of the Health Department or Health District or other authorities, including zoning authorities, affecting the cleanliness, occupancy, use and preservation thereof for the Premises and the sidewalks and walkways to the Premises during the term of the Lease.

**8. Access to The Premises**

Tenant agrees that Landlord, Landlord's agents, servants and contractors shall have the right to enter into and upon the Premises, or any part of the Premises, at all reasonable hours for the purpose of examining same, or making emergency repairs or alterations as may be necessary for the safety and preservation thereof.

**9. Fuel, Heat, Gas, Electricity, Telephone and other Utilities**

Tenant shall pay all charges for the following:

- fuel (including fireplace wood, propane, oil, and gas) needed to heat the Premises
- hot water
- cable services
- telephone
- snow removal
- electricity
- municipal water
- other (specify) \_\_\_\_\_
- lawn care including mowing

(Applicable if checked) Tenant shall light and maintain the furnace which heats the Premises, including cleaning and lighting the furnace.

## **10. Damage by Fire or Other Casualty**

If the Premises, or any part thereof, shall be slightly damaged by fire or other casualty during said term, the Premises shall be promptly repaired by Landlord and an abatement will be made for the rent corresponding with the time during which and the extent to which said Premises may have been untenable, but if the building should be so damaged that Landlord shall decide to rebuild, the term of this Lease shall cease and the rent be paid up to the time of the fire or other casualty.

## **11. Alterations by Tenant**

Tenant shall not make any alterations, additions, or improvements to the Premises without the written consent of Landlord. The kinds of alterations, additions or improvements referred to are those which are of a more or less permanent nature, such as new floors, partitions, wallpaper and paneling. If consent of Landlord is given, then any or all of such alterations, additions or improvements, may, if Landlord wishes, become the property of Landlord at the end of the term of the Lease. However, if Landlord wishes, Landlord may require Tenant to remove any or all of such alterations, additions or improvements at the end of the term of the Lease and restore the Premises to the condition it was in when the term of this Lease began.

## **12. Liability of Landlord; Reimbursement by Tenant; Insurance**

If Landlord must pay any damages for a claim arising from the fault of Tenant, then Tenant must reimburse Landlord for any such sums paid. In addition, Tenant must reimburse Landlord for any expense Landlord incurred in defending against such claim, whether or not Landlord has to pay any damages.

During the term of this Lease, Tenant, at Tenant's expense, shall carry public liability insurance not less than the following limits: Bodily injury - \$\_\_\_\_\_,000; property damage - \$\_\_\_\_\_,000. Tenant agrees to furnish Landlord, prior to occupancy, with a certificate of insurance evidencing that Tenant has secured the insurance required by this paragraph and that Landlord is named as an additional insured or loss payee of such insurance. Tenant also agrees to insure his/her own personal property located in the Premises.

## **13. Assignment and Sublease**

This Lease may not be assigned, nor may the Premises be sublet, without the advance written consent of Landlord. Such consent shall not be unreasonably withheld. Any such assignment or sublease does not relieve Tenant of any of Tenant's obligations or liability under this Lease. The subtenant shall be bound by and subject to all the terms of this Lease.

## **14. Quiet Enjoyment by Tenant**

As long as Tenant pays the rent and is not in default on any of the conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of the Lease.

## **15. Warranty of Habitability**

Landlord represents and states that the Premises and all areas used in connection with it are fit for human life and for the use reasonably intended by the parties and there are no conditions dangerous, hazardous or detrimental to life, health and safety.

## **16. Security**

Tenant, prior to occupancy, shall deposit with Landlord the sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00) as security for the performance of Tenant's obligations under the Lease. Landlord shall hold such sum or deposit the same in a bank as may be required by law. Under the law, Tenant may be entitled to interest on such security deposit at interest rates determined yearly by the Connecticut Banking Department.

If Tenant fails to make any payments of rent or defaults under any other obligations of this Lease, Landlord may use the security in payment of such rent or in payment of any sums Landlord may be forced to spend because of Tenant's default. If Landlord does so use the security, then he shall notify Tenant in writing of the amount so used, and Tenant shall immediately forward a like amount to Landlord. There shall always be deposited with Landlord a sum not less than the amount originally deposited as security.

If at the end of the term of the Lease Tenant has made all payments of rent required and fully complied with all the other obligations under the Lease, then Landlord shall return the security to Tenant together with any interest that may be required by law.

## **17. Waiver by Landlord or Tenant Limited**

If either Landlord or Tenant waives or fails to enforce any of their rights under the Lease, this does not mean that any other rights under the Lease are waived. Further, if Landlord or Tenant waives or fails to enforce any of their rights under a specific paragraph of the Lease, such waiver or failure to enforce such rights is limited to the specific instance in question and is not a waiver of any later breaches of such paragraph.

## **18. Invalidity or Illegality of Part of Lease**

If any part of this Lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the Lease shall remain in full force and effect.

## **19. Modification or Change of Lease**

The only way in which any of the provisions of this Lease can be changed or modified is by a written agreement signed by both parties.

**20. Persons Bound by Lease**

It is the intent of the parties that this Lease shall be binding upon Landlord and Tenant and upon any parties who may in the future succeed to their interests.

**21. Surrender of The Premises**

At the expiration of the term of this Lease, Tenant will surrender the Premises in as good a state and condition as they were in when the term began, reasonable use and wear excepted.

**22. Captions for Paragraphs of Lease**

The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect.

**23. Amendment of Listing**

(Applicable if checked) The parties recognize \_\_\_\_\_ as the listing real estate broker and \_\_\_\_\_ as the cooperating real estate broker. Landlord agrees that the listing agreement dated \_\_\_\_\_ for the rental of the Premises is hereby amended to provide that in the event this Tenant purchases the Premises during the term of this Lease or within \_\_\_\_\_ days after the termination of this Lease, the Landlord will pay compensation to the listing real estate broker calculated as follows \_\_\_\_\_ and the term of the listing shall be extended to \_\_\_\_\_ days after the term of this Lease.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant