

LEASE AGREEMENT

This Lease Agreement ("Lease", "Agreement" or "Lease Agreement") is entered into on _____, between the individuals identified below as "Tenant" and Catamount Student Housing, LLC d/b/a Redstone Lofts, as "Landlord" and is binding only when signed by Landlord's agent.

	Payments Due Under This Lease
Lease Start Date: _____, 2014 at 10:00 a.m.	Annual Rent: \$ _____
Lease End Date: _____, 2015 at 10:00 a.m.	Monthly Rent: \$ _____
	Date Due Each Month: _____
Apartment No: _____	Security Deposit: \$ _____ (one month's rent)
Number of Parking Spaces: _____. Paragraph 15 shall be in force and effect for each parking space.	Total Amount Due at Execution of Lease: \$ _____ (first month rent, security deposit, parking fee).
Total Parking Fee: \$ _____.	

This Lease Agreement grants a lease to each individual identified as a Tenant, below, to access and make personal residential use of one assigned bedroom space in an apartment (or shared residential use of one assigned bedroom space in an apartment if the apartment is a 1-bedroom, 2-bed apartment or a 2-bedroom, 4-bed apartment), together with its standard installed fixtures and furnishings, plus the shared use of the adjoining bathroom located within a multiple-bedroom apartment, plus the shared use (or individual use, if a studio or 1-bedroom, 1-bed apartment) of accompanying common areas, fixtures, furnishings and appliances in the assigned apartment (together, the "Premises"), at the property known as "Redstone Lofts" at 165 and 185 Davis Road, Burlington, Vermont (the "Property") between the Start Date and End Date listed above. Tenant is assigned to the bedroom space identified below within the apartment identified above (see Property and apartment floor plans available in the management office or at www.redstonelofts.com for designation of bedroom spaces). Only the Tenant identified below may occupy the assigned bedroom space identified below. Each Tenant will occupy only the assigned bedroom space and no other bedroom within the apartment. **This Lease Agreement includes the terms below and continuing through Page 16, together with the Acceptable Use Policy – Internet Use and Rules & Regulations available in the management office or at www.redstonelofts.com and made a part hereof.**

Each Tenant is only responsible for paying that portion of the rent and security deposit due for his or her bedroom, as specified below, and for paying the fee for the parking space that he or she may use, and they are not each responsible for paying all of the rent due for the entire apartment. Similarly, each Tenant is only responsible to pay for damage that occurs to his or her bedroom, as specified below, and is not responsible for damage to other bedrooms in the apartment absent fault; provided however, that each individual identified as a Tenant is jointly and severally responsible for any damage to the common areas (including bathrooms), fixtures, furnishings and appliances in the apartment. Except as described in this paragraph, the use of the singular term "Tenant" applies to all of the individuals named as a Tenant hereunder even if there are multiple tenants of the apartment.

Tenant represents and warrants to Landlord that all information provided by Tenant to Landlord on the rental application, whether in written or electronic form, is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Premises to Tenant in reliance upon such information. Should any statement made on the rental application be a misrepresentation or not a true statement of fact, Tenant shall be considered in default of this Lease and this Lease may be terminated by Landlord, in its sole and absolute discretion, to the fullest extent permitted by law.

Without limiting the foregoing, Tenant acknowledges that Landlord has agreed to lease the Premises to Tenant in reliance on Tenant's representation that he or she is enrolled as a student at the University of Vermont (the "University") and is eligible to live in non-University housing, and Landlord has requested confirmation of Tenant's student status from the

This Lease Agreement includes the following terms:

1. **Term.** Tenant will have access to the Property and the Premises as of 10:00 a.m. on the Start Date, and this access will end as of 10:00 a.m. on the End Date (the "Term"), unless early arrival or late departure is approved by Landlord in writing, at additional cost to the Tenant. Tenant represents that at the time Tenant commences occupancy of the Premises, and at all times during the term hereof, Tenant will be a full-time matriculated student in good standing at the University of Vermont (the "University"). Tenant grants Landlord permission to verify Tenant's status with the University throughout the Term.

2. **Payment.** Tenant accepts financial responsibility for the full Term of this Lease Agreement, whether or not the assigned bedroom space is occupied for the duration of the Term. Tenant agrees to make full and prompt payment to Landlord according to the payment schedule specified above, without demand of Landlord, together with all additional charges or fees applicable under this Lease Agreement. The Total Rent stated above is a fixed price for the entire Term and is payable in equal installments for convenience; there is no proration or adjustment for any partial month of occupancy. Payment shall be made by direct bank transfer, electronic fund transfer or automated clearing house. Landlord may, in its sole discretion, accept payment by personal check, money order, cashier's check, credit card or check card; cash will not be accepted. If any payment is returned unpaid or if the account on which any electronic or automated payment is drawn has insufficient funds, Landlord may require Tenant to make future payments by certified funds. Payment (including by mail, if permitted by Landlord in its sole discretion) is deemed made only when actually received by Landlord or its agent, subject to clearance of funds. Tenant's payment obligation is a promise by Tenant which is independent from all of Landlord's and its agent's promises, duties and obligations. To cover Landlord's added costs arising in the event of Tenant's late payment, which costs are incapable of precise calculation, and as an estimate of such uncertain damages, Tenant shall pay to Landlord a late fee of twenty dollars (\$20.00) if payment is not received by the close of business within four (4) calendar days after the date due, shall pay Landlord an additional late fee of twenty dollars (\$20.00) if payment is not received by the close of business within nine (9) calendar days after the date due, and shall pay to Landlord an additional late fee of twenty dollars (\$20.00) if payment is not received by the close of business within fourteen (14) calendar days after the date due, and Tenant agrees that such fees (not to exceed \$60.00 per month) are a reasonable estimate of Landlord's added costs arising in the event of Tenant's late payment. At Landlord's option and without notice to Tenant, any amounts owed by Tenant, including but not limited to late charges, returned check fees, utility overages, damage or replacement costs, attorney's fees and court costs, and any amount owed by Tenant to Landlord under a separate agreement, will be considered "Rent" or "rent" under the terms of this Lease Agreement. In the event any payment is past due, Landlord may take legal action for possession and payment. To cover Landlord's added costs for processing of payments that are dishonored or returned due to insufficient funds, each such payment will be increased by \$35 as a returned payment charge and will not be considered paid until valid payment has been received. Payment that is mailed or delivered should be mailed or delivered to **Redstone Lofts, c/o Management Office, 165 Davis Road, Burlington, VT 05401**, and should indicate Tenant's bedroom and apartment number on the check. All Rent must be paid in full when due without setoff, deduction, or reduction for any reason, and if Tenant makes payment of any Rent in an amount less than that due, Landlord may accept same, but shall not be bound by any restrictive endorsement, nor any statement or otherwise to the effect that such payment is made in full satisfaction of the amounts then due. Acceptance by Landlord of any payment shall not constitute a waiver of Landlord's right to terminate this Lease Agreement and/or claim any damages. In addition to the late fee and other fees described above, unpaid charges past due more than 30 days will also bear interest at 12% per annum, as allowed by law, from such date through the date of payment in full.

3. **Landlord; Agent.** The record title holder of the Property is Landlord, which has appointed Catamount Commercial Services, Inc. as its property management agent, authorized to act on behalf of Landlord hereunder (sometimes referred to herein as "Manager"). Whenever Landlord is required hereunder to provide notice to Tenant of any matter, if such notice is actually provided by Manager then Landlord shall be considered to have satisfied its notice requirements. Written correspondence to any of the foregoing should be directed to: 165 Davis Road, Burlington, VT 05401 ATTN: Management Office and should indicate Tenant's bedroom and apartment number on the correspondence, and the Manager's emergency contact information is: 802.540.1751, Email: info@redstonelofts.com. In order to facilitate clear communication, Landlord or Manager may send out important messages to Tenant via text message or via email to the cell phone number and email address provided by Tenant in the completed rental application. By signing this

Agreement, Tenant authorizes Landlord and Manager to send such text messages or emails and accepts such form of notice.

4. **Assignments.** Apartment and bedroom space assignments are made, and may be changed, only by Landlord or its agent. Landlord reserves the right to relocate Tenant to another equivalent bedroom space or apartment at the Property for any reason (e.g., urgent maintenance, etc.) upon at least three days' notice. In such case, if the new Landlord-assigned space carries a lower rate, Tenant's charges will be pro-rated and reduced accordingly; if the new Landlord-assigned space carries a higher rate, Tenant will continue to pay the rate under this Lease Agreement and will not be charged the higher rate. Failure to relocate within the time provided by Landlord may result in charges applying for both units.

5. **Termination: Subletting/Delegation.** Once this Lease Agreement is signed by Landlord and Tenant, Tenant can terminate occupancy by providing written notice to Landlord and by fully vacating the premises, **provided that Tenant will remain fully responsible for the Total Rent that would have accrued under this Lease Agreement, through the end of the full original Term**, accelerated and payable at the time of termination. No exception can be made for financial hardship, academic changes, family matters, medical issues, roommate conflict or any other reason. Any charges associated with damage to a bedroom space, apartment or the Property or Tenant's failure to vacate completely upon termination, will be payable in addition to the foregoing amount. Tenant may not assign or transfer Tenant's interest in this Agreement, or any part hereof, nor sublet Tenant's right to use the Property, apartment or bedroom space, or any part thereof; however, in Landlord's sole discretion Tenant may sublet his or her right to use the Property to another person pursuant to Landlord's approved sublease form, signed by all parties, if Tenant is in good standing under this Lease Agreement and pays a \$100 subleasing fee to Landlord.

6. **Move-in; Inspection; Delay.** Before Tenant may access or occupy the Premises, all required security deposits and installments must be paid in full with cleared funds. Prior to Tenant taking possession of the assigned bedroom space (and any re-assigned bedroom space), which possession will constitute Tenant's tender of the applicable security deposit with respect to that space, Tenant will conduct an inspection of the Premises, its fixtures, furnishings and appliances and will note on the Check-In/Check-Out Inspection Report ("Inspection Report") any defects, damage or other conditions observed, if not already identified by Landlord on such report; upon completion and approval by Landlord, the Inspection Report will become part of this Agreement. At the time of move-out, Tenant is encouraged to inspect the bedroom space and apartment and their fixtures, furnishings and appliances; if Tenant fails to make such inspection, Tenant shall be deemed to have waived his or her right to object to the determinations made by Landlord's representative, and the determinations made by Landlord's representative shall be deemed conclusive to the extent permitted by law. Following Tenant's move-out (or, as applicable, following the move-out of all residents of an apartment) at the termination of this Agreement or if Tenant moves out earlier, Landlord will note the then-present condition of the Premises, including all appliances, furnishings and fixtures, and any damages incurred and/or extraordinary cleaning deemed necessary by Landlord or extraordinary wear as determined by Landlord.. Tenant will promptly pay all costs of restoring the Premises and its fixtures, furnishings and appliances to the same condition upon move-in, less normal wear. Tenant acknowledges that except as provided in the Inspection Report, the Premises and its fixtures, furnishings and appliances are being delivered in "as-is" condition, and Tenant's acceptance of the Premises at the beginning of the Term constitutes Tenant's acknowledgment that the Premises and all fixtures, furnishings and appliances are in good repair and condition. Landlord will not be responsible for any damages or consequences suffered by Tenant as a result of Landlord's inability to timely deliver possession of the Premises to Tenant on the anticipated Start Date; such delay will not extend or decrease the term or change the End Date, and, in such event, unless Landlord provides temporary housing to Tenant until such time that Landlord can deliver Tenant possession of the Premises, the rent payable hereunder will be abated until Landlord renders possession.

7. **Utilities.** The following utilities only are included in the Total Rent set forth in this Agreement: **heat, hot water, water/sewer and trash disposal.** In addition, Landlord will provide **wired and wireless internet access together with satellite or cable television access (in Landlord's sole discretion)** to Tenant at no additional charge, Tenant agrees that access to such services are provided as a courtesy and agrees that all service related matters are to be directed to the internet and television service providers. Tenant agrees to strictly observe and abide by the terms and conditions of the usage and other policies instituted by the internet and television service providers from time to time, with the Acceptable Use Policy - Internet Use attached hereto, and with the terms of this Lease as it relates to the usage of internet and television access and services. Wireless and wired internet access and satellite or cable television access are provided as a

courtesy and shall not be considered as part of monthly rent. Tenant will be responsible, together and jointly with other residents of the Tenant's assigned bedroom and/or apartment as applicable, for (a) arranging for and paying all charges associated with electricity and any other utilities not listed above, and will promptly pay to the respective utility providers all such charges as they come due, and (b) complying with all City of Burlington or Chittenden Solid Waste District recycling ordinances and policies and will be responsible for any fines dues to non-compliance; recycling questions can be answered by calling 865-7262 or by visiting www.cswd.net/recycling/recycling-list. Landlord makes no representations and hereby disclaims any and all warranties, express or implied, with respect to any utilities provided, including but not limited to those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Landlord or its representatives or agents, whether in writing or otherwise, except as otherwise expressly stated in this Agreement, or in written documentation signed by the parties hereunder after the date hereof. Landlord does not warrant or guarantee the protection of Tenant's privacy during operation of utilities, that such utilities will satisfy Tenant's requirements, or that the operation of utilities will be uninterrupted or error free. Tenant acknowledges and agrees that neither Landlord, Manager nor any of their respective members, managers, officers, directors, shareholders, affiliates, agents, employees or representatives will be responsible to Tenant for any non-economic, consequential, incidental, indirect or special damages, including incidental, economic or punitive damages, arising from breach of warranty, breach of contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any utilities or the termination of any utilities, whether arising from Tenant's use of (or inability to use) utilities, or otherwise, even if Landlord has been advised of the possibility of such damage. In the event that any utility service proves defective, or is discontinued or terminated, Landlord's and Manager's entire combined liability and Tenant's exclusive remedy will be limited to a reimbursement of the approximate cost of that utility, prorated by the day for each day the utility service proved defective, or was discontinued or terminated, for more than 24 hours. Tenant agrees to indemnify, defend and hold harmless Landlord and its employees, affiliates and agents, from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature, including attorney fees, which arise, directly or indirectly in connection with: (i) the negligent acts, omissions or intentional wrongdoing of Tenant; (ii) violation by Tenant of any laws, ordinances, regulations or rules regarding the utilities; or (iii) illegal or inappropriate use of the utilities. Any damage or loss to any utility devices during Tenant's occupancy will be charged to Tenant (and the other resident in the apartment, as applicable) at the replacement cost.

8. **Personal Property.** Neither Landlord or any of its employees, representatives or agents assumes any liability, directly or indirectly, for loss or damage to the personal property of Tenant or others by fire, theft or any other cause. Tenant acknowledges and agrees that: (a) Landlord has not and will not insure any personal or other property of Tenant located within the Premises or the Property at any time during the Term; (b) such personal or other property of Tenant could be damaged, destroyed or stolen during the Term; and (c) certain accidents, incidents or other events could arise or occur during the Term which could result in injury, damage or liability to or for Tenant or others. **Tenant is strongly urged to obtain personal property insurance coverage; Landlord suggests obtaining such insurance through Hackett Valine & MacDonald, 658-1100, which is not affiliated with Landlord or Manager, and which has provided the master insurance policy for the Property.** Any personal property remaining in the Premises at the end of the Term or after earlier termination of this Agreement will be considered abandoned by Tenant and may be disposed of by Landlord at the risk and expense of Tenant, with Landlord maintaining a landlord's lien for unpaid rent as provided by law. Landlord will not be liable or responsible for storage or disposition of the Tenant's personal property.

9. **Responsibility for Damage.** **Tenant will be solely responsible for any damage, defacement or loss within the Premises. All assigned tenants of an apartment will be jointly and severally responsible for any damage, defacement or loss to common areas within an apartment and to the fixtures, furnishings or appliances within an apartment. All assigned tenants of a shared bedroom will be jointly and severally responsible for any damage, defacement or loss to the bedroom, to the common areas within the apartment and to the fixtures, furnishings or appliances within the apartment, including within the shared bedroom.** Tenant will be fully responsible for the conduct of his or her guests, visitors, licensees and invitees ("Guests"), including without limitation harm to individuals or damage or defacement of any part of the Property or its fixtures or furnishings or property of third parties (including other tenants and residents) by such Guests.

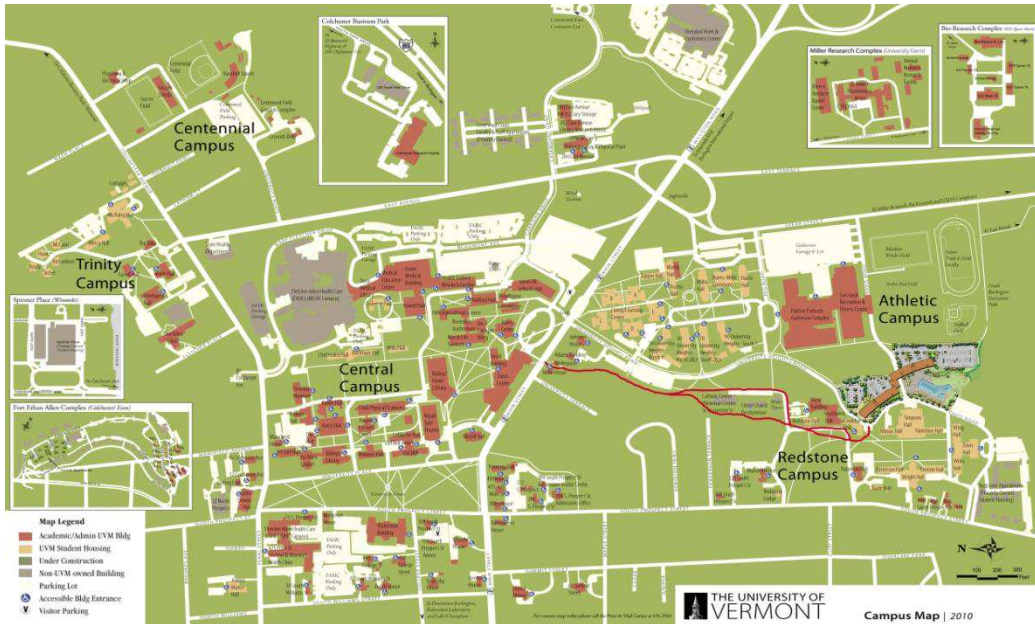
10. **Prohibitions; University Code of Conduct; Neighborhood Relations; Burlington Noise Ordinance.**

a. **Prohibitions.** Illegal drugs and any drug-related criminal activity, firearms, weapons or explosives of any kind (including fireworks) are strictly prohibited anywhere on or about the Property, including individual apartments and bedroom spaces. Without limiting the foregoing, the term "drug-related criminal activity" means the manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC § 802(6), as amended) or of a "Regulated Drug" as defined in Title 18, Section 4201(29) of the Annotated Code of Vermont, or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a controlled dangerous substance or controlled substance. No gas or charcoal grill, nor any other open flame cooking or heating device, may be stored or used at the Property except permanently installed community grills provided by Landlord, if any. No electric space heaters may be used in the Premises or on the Property. Tenant will, and will cause Guests to: (i) comply with all federal, state and city laws, ordinances and/or regulations, including without limitation those relating to the consumption of alcoholic beverages; (ii) not act in any way that endangers the Property or the safety of any person, or that is intended to effect or facilitate criminal activity or that has the effect of effecting or facilitating criminal activity; (iii) not engage in disruptive behavior or conduct or allow any noise loud enough to be heard outside the apartment or in neighboring apartments assuming doors and windows were closed; (iv) not place or keep any trash outside of the apartment except in approved dumpsters and containers on the Property as directed by Landlord or Manager; (v) not damage, take or possess any property belonging to others without express consent, including without limitation, destroying, defacing, damaging, impairing or removing any part of the bedroom, apartment or the Premises or the facilities, equipment or appurtenances thereto; (vi) not tamper or interfere with smoke detectors, sprinklers, fire alarms or plumbing or lighting fixtures; (vii) not injure the reputation of the Property or its residents, (viii) not act or fail to act in any way that would cause an increase in the rate of insurance at the Property; (ix) not engage in any activity which interferes with or decreases the use and enjoyment of the Property by other residents; (x) not conduct, give or permit vocal or instrumental instruction or practice in the Premises; (xi) not make, permit or facilitate any unseemly or disturbing noises or conduct, nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or of Landlord; and (xii) otherwise obey all rules and regulations applicable to the Property. Any single violation of any of the foregoing will be considered a material breach of this Lease Agreement and will be good cause for immediate termination of this Lease Agreement with all Rent and other charges due.

b. **University Code of Conduct.** The Tenant agrees: (i) to comply with and to abide by all laws, ordinances, regulations, etc., of any and all governmental authorities which may affect the Premises; (ii) that the policies, rules and regulations of the University regarding student conduct shall apply to and govern activities and conduct of the Tenant in and on the Premises; and (iii) to comply with and abide by all such policies, rules and regulations and that the University shall have full power and authority to enforce such policies, rules and regulations with regard to activities and conduct of the Tenant in and on the Premises. The Tenant acknowledges that the Tenant shall be responsible for the action of the Tenant's guests and visitors as if those actions were the Tenant's own, and the Tenant agrees that any such violation of the University's policies, rules and regulations concerning student conduct by the Tenant or the Tenant's visitors shall constitute a material breach of this Lease Agreement.

c. **Neighborhood Relations.** **The adjacent neighborhood between the University's Redstone Campus and downtown Burlington, primarily along South Prospect Street, has been incorporated into the University's "Good Neighbor Program" which promotes student awareness of and respect towards the neighborhoods that are adjacent to the University campus. In order to avoid contributing to late night noises in the neighborhoods, Landlord strongly encourages Tenant to make use of the free, University-sponsored shuttle which runs between the Property and downtown Burlington, which can be accessed at the bus stop on Davis Road at the Property or at the bus stop on Main Street near the Davis Center.** Landlord also strongly encourages Tenant to use the internal University campus sidewalks leading from the Property to Main Street to access the Main Street bus stop. If Tenant chooses to walk between the Property and downtown Burlington, Landlord strongly encourages Tenant to use the internal University campus sidewalks. A map of the suggested campus sidewalk route is highlighted in red and is reproduced below for reference.

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In all events, Tenant agrees to maintain the quality and vitality of the Hill Section neighborhood in which the Property is situated by respecting the interests and comforts of neighborhood residents, including their desire to quietly enjoy their properties and raise their families free from unreasonable and excessive noise, litter or other nuisances. Tenant agrees to be considerate and respectful of neighborhood residents at all times, including without limitation, by **keeping noise to a minimum**—particularly during the hours that working people and children may be sleeping; by **maintaining the cleanliness** of the neighborhood and by treating neighborhood residents with **respect and consideration**.

d. Burlington Noise Ordinance. Without limiting the foregoing, tenant shall comply with the City of Burlington Noise Control Ordinance. A summary of the Noise Control Ordinance is included below; the full text of the City of Burlington Noise Control Ordinance is set forth in Appendix A attached to and made a part of this Lease.

The City noise ordinance applies 24 hours a day. There are also special "quiet hours" for the community from 10:00 pm to 7:00 am.

Unreasonable noise is prohibited. Noise is unreasonable when it is unreasonably loud given the time, place, and nature of the noise. Noise that is plainly audible between apartments or houses between the hours of 10:00 pm and 7:00 am is considered unreasonable. Sound systems, TVs, and radios cannot be played in an unreasonably loud manner.

Noise from parties and social gatherings has special regulations. Such gatherings are defined as situations where one or more participants are not residents. In the event of a noise disturbance, all of the residents at a premise are considered liable in addition to any other person engaged in making noise. Residents who may not have been involved in a disturbance may seek special consideration and should consult with the issuing officer and may also seek special consideration from the court in a judicial proceeding.

Machinery, power equipment, and construction noise are prohibited from between 9:00 pm and 7:00 am.

Certain exemptions apply: Approved emergency repair or construction work; authorized safety and emergency devices; approved utility and public facility work; snow removal equipment; and approved events by the municipality or by educational institutions.

Penalties for noise violations *except parties*: First violation- minimum \$200 for uncontested ticket. Second violation within 24 months- minimum \$300 for uncontested ticket. Note: Issuing officers may choose to reduce or waive the fines for first or second violations upon completion by the offender of a restorative justice program. In

the event of a hearing for a first or second violation, a judge may impose up to a \$500 penalty. Third and subsequent offenses are criminal proceedings and carry a \$500 fine.

Penalties for noise from parties and social gatherings: First violation- each resident and other offender receives minimum \$300 plus 3 hours in a restorative justice program for an uncontested ticket. Second violation within 24 months- each resident and other offender receives minimum \$400 plus 3 hours in a restorative justice program for an uncontested ticket. In the event of a hearing a judge may apply: (1) for first violations at least a \$200 fine and a required 15 hours of restorative and community service work; and (2) for second violations at least a \$300 fine and a required 18 hours of restorative and community service work. Third and subsequent offenses are criminal proceedings and carry a \$500 fine.

The noise ordinance is enforced by the Burlington Police Department. Please phone the BPD at (802) 658-2704 if you have questions or need assistance.

Tenant acknowledges having read and understood the provisions of this Section 10:

Tenant Signature & Date

Tenant Signature & Date

Tenant Signature & Date

Tenant Signature & Date

11. **Cleanliness and Safety; Entry; Keys.** Tenant agrees to maintain the assigned bedroom space, the apartment and the common areas of the Property in a clean, safe and sanitary condition, to exercise all due care in the use of same, and to cooperate fully with the Property pest control program as requested. Tenant will place all trash in provided receptacles and will be responsible for the cost of cleaning the interior or exterior of the apartment if not kept in sanitary condition. In the event Landlord determines that Tenant's failure to comply with the foregoing has resulted in a pest infestation in the Premises or at the Property, then Landlord may, at its option, charge Tenant for the cost of remediating such infestation, and Tenant shall be obligated to promptly reimburse Landlord for its associated expenses as additional rent. When outdoor temperatures are below 40 degrees Fahrenheit, Tenant will keep the apartment's heat turned on to prevent frozen or burst pipes, including during vacations when the heat shall be set at 55 degrees Fahrenheit. When outdoor temperatures exceed 85 degrees Fahrenheit, Tenant will keep the apartment's air conditioning turned on and set to a reasonable temperature to prevent mold or mildew growth, including during vacations. Tenant shall not have the electricity to the apartment disconnected for any reason at time during the term of this Lease. Landlord and its agents, employees and contractors may enter any apartment and bedroom space to perform routine maintenance, inspections, showings and other ordinary functions, provided that Landlord will provide advance notice to residents of an apartment before such entry. Landlord reserves the right to enter an apartment and any bedroom space without prior notice (including by using a passkey and/or disarming the alarm or other means of entry if locks have been changed) for emergency maintenance or repair purposes, or when there is reasonable cause to believe that a situation exists that could cause danger to life, safety, health or property. Landlord may confiscate any item deemed to cause a danger, and is under no obligation to pay compensation for or to return such items. Tenant may receive door keys, mailbox keys, amenity wrist bands, electronic access devices and/or electronic access codes, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant shall be held responsible for any death, injury, damage or loss sustained by any person because of Tenant's negligence in passing along such items to any third party and not keeping such items confidential. Any duplicates of such items must be made by Landlord only, in its sole and absolute discretion. If any such item is lost or stolen, Tenant must promptly notify Landlord and Tenant will be charged a replacement fee for each such item replaced.

12. **Sprinkler Heads.** Tenant shall not paint over or in any way tamper with or cover any sprinkler heads in the Premises or within the Property because such activity may render the sprinkler system inoperable. In the event that Tenant paints over or in any way damages any sprinkler head, Tenant shall be responsible for paying the full cost of replacing the sprinkler head(s), which sum shall be collectible by Landlord as additional rent. Tenant is advised that hot objects, if brought too close to a sprinkler head, may cause the sprinkler system to activate. In the event flooding or other water

damage should occur as the result of the activation of any sprinkler head because of tampering, misuse or negligent conduct by Tenant or Tenant's guests or invitees (including, without limitation, bringing hot objects too close to a sprinkler head), Tenant shall be obligated to promptly reimburse Landlord for all costs and expenses that Landlord incurs to repair such damage, which reimbursement shall be collectible as additional rent.

13. **Residential Use; No Pets.** The Premises may be used solely for private residential purposes and no other purposes. Tenant may not carry on any business or other enterprise from the Premises, nor use any Landlord-provided Internet connections for business purposes. Tenant may place no signs, placards or other advertisement of any character in the Premises, nor display anything in the Premises that is visible from outside the Property or the apartment. No pets or animals of any kind are allowed anywhere in or about the Property, however, if Tenant is blind or deaf, Tenant may keep and maintain a dog, certified as being specially trained to aid the Tenant in his/her handicap, within the Premises and the Property in accordance with applicable laws. Violation of the no-pet policy will subject Tenant to deep-cleaning and daily administration fees in Landlord's discretion, and may be considered as a termination of this Lease Agreement by Tenant with fees due and accelerated as provided in Paragraph 5.

14. **Guests; Occupancy Limits.** No more than one person may occupy a bedroom space, except for an immediate family member of Tenant (further subject to apartment occupancy limits) that has been registered in writing with Landlord. If Tenant desires to have an Overnight Guest (any person staying in the Tenant's assigned bedroom space or apartment for more than three total nights in any 30-day period), then Tenant must register the Overnight Guest(s) with Landlord. Tenant may not have Overnight Guest(s) for more than three consecutive nights, nor for more than six total nights in any 30-day period. In the event any unregistered or unauthorized Overnight Guest(s) are identified to be in or using an apartment or bedroom space, Landlord may assess against the Tenant a fee of \$60 per night, in addition to the right of Landlord to declare Tenant in material breach of this Agreement and pursue other available remedies. Although Tenant may have Guests from time to time, Landlord reserves the right to restrict the number of persons permitted in or about an apartment at any time in Landlord's discretion, to protect safety and the quiet enjoyment of other residents. Guests may not park in the parking areas of the Property for any reason; if they do, their vehicles will be towed at their expense.

15. **Parking.** Tenant shall pay the parking fee referenced above in the same manner as rent, as specified in Paragraph 2 of this Lease, and the terms, requirements and provisions of Paragraph 2 shall apply to the payment of the parking fee as if they were set forth at length in this Paragraph 15. In consideration of Tenant's payment of such parking fee, Landlord grants to Tenant a non-exclusive, undivided limited license to use any one non-reserved parking spot at any given time in the Property's surface lot (subject to handicap parking restrictions) for the sole purpose of parking one personal, non-commercial vehicle, and for ordinary access to and from such parking lot over marked driveways. The parked vehicle must be properly registered and licensed, and may not create a safety hazard. Unauthorized or improperly parked vehicles, or vehicles appearing abandoned, will be towed at the vehicle owner's risk and expense. Tenant shall display the parking permit issued by Landlord in the lower corner of the driver side of the windshield of Tenant's designated vehicle so that it is clearly visible at all times from the exterior of the vehicle. It is the sole responsibility of Tenant to make sure that the parking permit is properly displayed and adhered in the foregoing location at all times; failure to do so will result in the vehicle being towed at Tenant's expense. This paragraph creates a limited use license and not a bailment. Tenant assumes all risk and responsibility for damage to the vehicle and any personal property contained in it, and the vehicles or other personal property of others, in connection with any use of the parking areas at the Property. Landlord is not responsible for any damage to vehicles or property contained in vehicles. Landlord reserves the right to revoke or restrict parking rights in the event Tenant violates this paragraph or this Lease Agreement. Tenant agrees to move the vehicle from the parking areas in the event that Landlord or Manager provide Tenant with notice to do so for purposes of snow removal, parking area maintenance or any other work to be performed on or about the Property, with the understanding that failure to move the vehicle within the time specified in the notice will result in the vehicle being towed at Tenant's expense. Landlord may terminate the parking license granted hereby at any time for any or no reason. In the event Landlord terminates the parking license granted hereby due to Tenant's breach of this Lease or of the provisions of this paragraph, then the Tenant shall not be entitled to any refund of the parking fee whatsoever. In the event Landlord terminates the parking license granted hereby without cause or fault of Tenant, then Landlord shall refund a prorated portion of the parking fee.

16. **Smoking. Redstone Lofts is an entirely smoke-free facility.** Smoking inside any apartment (including inside any bedroom) by Tenant or his or her Guest(s), or in any common areas, or immediately outside any buildings at the Property, is prohibited. Additionally, in the event that Tenant or any Guest smokes, burns candles, burns incense or engages in any other activity which could result in particles and/or smoke which tend to cause staining or odor on walls, in carpets or other portions of the Premises, a persistent odor in the apartment that necessitates ductwork cleaning or the removal of carpet and padding despite an apparent clean appearance (all referred to generically as “smoking”), all such damage and repair cost will be considered extraordinary damage beyond normal wear and tear and is the responsibility of the Tenant. Therefore, Tenant agrees that **any** smoking in an apartment will subject the residents to a collective minimum deep-cleaning fee of \$500, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage, in addition to Owner's other remedies for breach of this Lease Agreement.

17. **Maintenance, Mold and Mildew, Smoke and Carbon Monoxide Detectors, Alteration and Repair.**

a. Tenant is responsible for and agrees to take good care of the Premises, fixtures, furnishings and appliances and all common areas. Tenant may not remove or tamper with any of Landlord's property and will not perform any repairs, upgrades, painting, wallpapering, electric changes or other alterations or modifications of the Premises, its fixtures, furnishings or appliances without prior written consent from Landlord, which Landlord may withhold in its sole discretion. Tenant will be responsible for damage from waste stoppages caused by foreign or improper objects or improper use in lines serving bathrooms, damage to fixtures, furnishings, appliances, doors, windows, screens, damage from water faucets left on or left dripping or leaking or from doors left open, and repairs or replacements to alarm devices necessitated by misuse or damage by Tenant and/or Guests. Extraordinary appliances or furnishings such as satellite dishes, hot tubs, pool tables, water beds or high utility-consuming devices may not be installed or placed on the Premises or anywhere at the Property without Landlord's prior written consent, in its sole discretion.

b. Tenant agrees to regularly inspect the Premises for water leaks, moisture, mold and mildew. Tenant agrees to immediately notify Landlord in writing if Tenant detects leaks, mold or mildew within the Premises. Tenant agrees to clean and remove mold and mildew in areas that are accessible to Tenant. If Tenant discovers mold and mildew in areas not accessible to Tenant for cleaning, Tenant agrees to inform Landlord so that Landlord can remove mold and mildew from those areas.

c. Tenant acknowledges that as of this date the assigned bedroom and apartment are equipped with one or more smoke and carbon monoxide detectors, and that Tenant has inspected the smoke and carbon monoxide detector(s) and finds it/them to be in proper working condition. Tenant agrees to notify Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke and carbon monoxide detector(s). Tenant agrees to reimburse Landlord for the cost of a new smoke and carbon monoxide detector and the installation thereof in the event the existing smoke/ carbon monoxide detector(s) becomes damaged by Tenant or Tenant's Guests. Tenant shall indemnify and hold Landlord harmless from any loss, cost, damage or injuries to persons or property caused by (i) Tenant's failure to notify Landlord of any problem, defect, malfunction or failure of the smoke and carbon monoxide detector(s); and (ii) theft of any smoke and carbon monoxide detector or removal of its/their battery/batteries.

d. In the case of a malfunction of any utilities or damage by fire, water or similar cause, or any water leak, electrical problem, broken glass, broken lock or any other condition that Tenant reasonably believes poses a material hazard to health and safety, Tenant must promptly notify Landlord in writing. Landlord will act within a reasonable time and with reasonable diligence in making repairs and reconnections; Tenant may not withhold or reduce payment of rent or other charges during such time. Maintenance and repair requested by Tenant will generally be performed between 9 a.m. and 5 p.m., unless the work is considered an emergency, in which case work may take place at any time. Landlord may temporarily disconnect equipment or utilities to avoid property damage and/or to perform repairs requiring such interruption, in Landlord's sole discretion. Landlord will not be liable for any inconvenience, discomfort, disruption or interference with Tenant use of the premises because of ongoing repairs, alterations or improvements to the Property or any apartment.

e. The bedroom and apartment will be equipped with working light bulbs and batteries at move-in. A written maintenance report requesting assistance in changing these items may be submitted for maintenance staff assistance, with extra charges payable by Tenant as applicable per Landlord's published rates in the event any maintenance or replacement

is required as a result of the actions of Tenant or Tenant's Guests. From time to time, maintenance staff may enter the assigned apartment with or without notice to inspect and change furnace filters and to provide pest control.

18. **Management; Community Policies; Fitness Center.** Landlord may retain employees and management agents from time to time to manage the Property, and Landlord's agent may retain other employees or contractors. Tenant, on behalf of himself or herself and his or her Guests, agrees to comply fully with all directions from Landlord and its employees and agents, and the rules and regulations (including all amendments and additions thereto, except those that substantially modify the Tenant's bargain and to which Tenant timely objects) as contained in this Lease Agreement and the Rules and Regulations of the Property. A copy of the Rules and Regulations currently in effect are attached to this Lease and made a part hereof, and are also available at www.redstonelofts.com or on request from the Manager's office, and are considered part of this Lease Agreement. If Tenant desires the ability to use the Redstone Lofts Fitness Center, the Tenant shall first execute and deliver to the Manager a Waiver and Release in the form attached hereto and made a part hereof; Tenant's execution and delivery of such Waiver and Release is a precondition to Tenant's ability to use the Redstone Lofts Fitness Center.

19. **Breach by Tenant.** If (a) any of the representations made by Tenant in Tenant's Lease Application or this Lease Agreement are misleading or untrue, or (b) if Tenant, Tenant's agents, invitees or Guests violate any provision of this Lease, including the attached or referenced exhibits, appendices, addenda or any Rule or Regulation herein imposed, or (c) without limiting subsection (b), if Tenant is cited by the Burlington Police Department for having violated the City of Burlington Noise Control Ordinance two times during the term of this Lease, or (d) if Landlord determines, in its reasonable judgment, that continued residency by Tenant will or may be detrimental to the educational process or the health, safety and/or welfare of the other residents of the Property or any of the Property's personnel, including without limitation if Tenant is arrested for any criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance or illegal drugs, any illegal drugs are found in the Premises, or Tenant participates in violent action that causes danger or damage to persons or property, then Landlord may treat such representation or violation or determination as a breach and default of this Lease and a forfeiture of Tenant's rights under the terms of this Lease. Upon such breach and default, Landlord may terminate Tenant's tenancy by actual notice given to Tenant at least thirty (30) days prior to the termination date specified in the notice, provided that upon the failure of Tenant to pay rent or upon termination based on criminal activity, illegal drug activity, or acts of violence any of which threaten the health or safety of other residents, Landlord may terminate Tenant's tenancy by actual notice given to Tenant at least fourteen (14) days prior to the termination date specified in the notice. Under such circumstances, and without limiting the rights and remedies available to Landlord and not expressly prohibited at law or equity, Landlord may (i) re-enter and take possession of the Premises by utilizing applicable law, (ii) collect any rent or charge due under this Lease Agreement or applicable Rules and Regulations, including without limitation, attorney's fees incurred in enforcing Landlord's rights and remedies hereunder, (iii) sue to collect past due rents or charges, (iv) sue to collect all unpaid rent and other charges which would become due through the End Date or until the bedroom space and all other bedroom spaces at the Property have been filled, with recovery by Landlord of any discrepancy in rent rate and any expense incurred in obtaining the new resident lease including without limitation costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), utility costs for the Premises for which Tenant, pursuant to this Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises, and/or (v) make a report to credit reporting agencies. Without limitation, Landlord may terminate this Lease Agreement upon any conduct by Tenant that is prohibited by or in breach of this Agreement, or if, in the reasonable judgment of Landlord, continued residency will or may be detrimental to the educational process or the health, safety and/or welfare of the other residents of the Property or any of the Property's personnel. Upon any termination as described in this paragraph: (x) Tenant must fully vacate the Premises (including removing all personal belongings) within the time provided in the written notice given by Landlord, and will have no further use of or access to the Property, or the Premises; and (y) Tenant will be fully responsible for all rent and other charges as if the Agreement had been terminated by Tenant as described in paragraph 5. Landlord's termination for breach will not limit its claim for damages resulting from Tenant's breach. Landlord's acceptance of rent or other payment following notice to vacate or during the pendency of a legal action will not waive or diminish Landlord's rights under this Lease Agreement or law unless separately and expressly agreed by Landlord.

20. **Assumption of Risks; Release; Indemnification.** EXCEPT AS SPECIFICALLY SET FORTH BELOW, TENANT ASSUMES ALL RISKS ASSOCIATED WITH USE OF THE PREMISES AND PROPERTY.

Neither Landlord nor Manager shall be liable for any personal conflict of Tenant with (a) his or her co-tenants regardless whether Tenant discovered, identified or was placed with his or her co-tenants using any Landlord provided questionnaires, message boards or other services, (b) Tenant's Guests or invitees, or (c) with any other tenants that reside in the Property. A conflict between tenants does not constitute grounds for Tenant to terminate this Lease.

Neither Landlord nor Manager shall be liable, and Tenant hereby releases Landlord and Manager and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any liability for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightening, fire, smoke, explosions, natural disaster, or any other cause; and Tenant hereby expressly waives all claims for such death, injury, damage or loss, unless such liability or loss is caused solely by the gross negligence or willful misconduct of Landlord or Manager.

Tenant shall be responsible for, and agrees to indemnify, defend and hold harmless Landlord and Manager, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns ("Indemnified Parties"), from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorneys' fees, costs and expenses) asserted by any person (including without limitation Tenant or Tenant's Guests and invitees) arising, directly or indirectly, out of (i) any accident, injury or death to persons or damage, theft or other loss of property occurring in, on or about the Property, resulting from any reason whatsoever, including without limitation any criminal conduct of other persons, including theft, assault, vandalism or other acts of third parties; (ii) any activities of Tenant or Tenant's Guests or invitees in, on or about the Property or arising in connection with the occupancy or use of the Premises or Property by Tenant or any Guest of Tenant; or (iii) Tenant's breach of or failure to perform under this Lease. The indemnification obligations of Tenant to Landlord under this section shall not depend upon the existence of fault or negligence but shall apply whether or not Tenant, Tenant's Guests or invitees, or any other person is at fault and shall include all legal liabilities arising without fault. All of the foregoing will be binding to the fullest extent permitted by law. Notwithstanding any provision to the contrary, Tenant's obligation to indemnify, defend and hold harmless hereunder shall not extend to any liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses that arise solely as a result of the gross negligence or willful misconduct of Landlord or Manager.

21. **Safety Precautions.** Tenant acknowledges that neither Landlord nor any of its agents, employees or representatives has made any representations or warranties, either written or oral, concerning the safety of the Property, the bedroom space or any apartment, or the effectiveness or operability of any security devices or security measures in the Property, the bedroom space or any apartment. Tenant acknowledges that Landlord neither warrants nor guarantees the safety or security of residents or their Guests against any criminal or wrongful acts of third parties. Tenant and his or her Guests are responsible for protecting their own respective person and property and hereby release Landlord and its agents, employees and representatives for any and all damage to person and property. Landlord's safety measures are neither a warranty of safety nor a guaranty against crime or of a reduced risk of crime. Tenant acknowledges that security devices or measures may be changed or removed by Landlord without notice or compensation, and/or may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Tenant acknowledges that he or she should not rely on such devices or measures and should take steps to protect himself or herself and his or her property notwithstanding these devices. Tenant agrees to immediately notify Landlord's representative of any malfunctions involving locks and life-safety building components. Should Tenant become seriously injured or imperiled at the Property, Tenant authorizes Landlord and its agents to call 911 Emergency at Tenant's expense, without legal obligation to do so.

22. **Abandonment.** If the Premises is abandoned or Tenant's right to use them has been terminated, Landlord may, without notice, secure the bedroom space and/or apartment with new locks, store or dispose of any personal property left in the Premises by Tenant or Tenant's Guests, and reassign the bedroom space and/or apartment to others for use. Any such abandoned property or personal possessions shall be stored and disposed of by Landlord as provided by law. Landlord, in its sole reasonable discretion in accordance with applicable law, will determine when a bedroom and/or apartment is abandoned, which may take into consideration any one of the following: the removal of personal property from the bedroom space other than in the usual course of continuing use, the failure to pay rent or other charges,

discontinuance of any utility service, and failure to respond to any notices, phone calls, or correspondence from Landlord or its representatives.

23. **Vacating at End of Term; Renewal.** This Lease Agreement does not automatically renew and Landlord is not obligated to renew it. Landlord reserves the right to contract with others for the Premises at any time, for occupancy commencing after the End Date. Upon termination or expiration of this Lease Agreement for any reason, Tenant will immediately vacate and relinquish the Premises, and all of Landlord's fixtures, furnishings and appliances, in a clean and sanitary condition, including removing all trash. Tenant will pay all utility and service bills for the Premises (except those provided by Landlord as specified in this Lease Agreement) and cancel all utility accounts in the name of Tenant. Tenant will return to Landlord all keys issued to Tenant by Landlord. If all keys issued to Tenant are not returned promptly to Landlord, Tenant will pay all costs associated with re-keying or reprogramming locks for the bedroom space and/or apartment, along with the cost of replacement of all keys. If Tenant fails to vacate the Premises by the end of the Term or upon earlier termination of the Agreement, Tenant will pay agreed holdover charges equal to three (3) times the daily pro-rated rent during the Term (but not more than the amount provided by law), plus associated expenses, including without limitation attorneys' fees. In no event after termination or expiration of this Lease Agreement will it be deemed to have been renewed or extended.

24. **Security Deposit.** Landlord hereby acknowledges receipt from Tenant of the Security Deposit amount identified above (equal to one month's rent), paid prior hereto, to be held as security for the faithful performance by Tenant of the covenants, conditions, rules and regulations contained herein. The Security Deposit, or any portion thereof, may be withheld for unpaid rent (including additional rent or utility payments), due to breach of this Lease Agreement or to remedy damage by Tenant or the Tenant's agents, employees, Guests or invitees in excess of ordinary wear and tear to the Premises, common areas, fixtures, appliances and furnishings (including, without limitation, labor, materials, and supplies necessary to clean the apartment and carpeting, and repair such damages, and/or an amount to replace damaged furniture, fixtures, appliances and/or carpeting) and/or expenses required to remove from the Premises articles abandoned by Tenant. Without limiting the foregoing, if necessary cleaning will be charged against Tenant's Security Deposit at the rate of \$65.00 per hour and painting will be charged against Tenant's Security Deposit at the rate of \$100.00 per hour. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. If the Tenant does not pay the rent or any installment of rent or if the Tenant violates any other provision or requirement of this Lease, then the Landlord may use or apply part or all of the Security Deposit to remedy Tenant's failure or violation. Upon notice of such use by the Landlord, the Tenant shall within two days repay or replenish to the Landlord such sums used by the Landlord from the Security Deposit.

In the event of sale or transfer of the Landlord's interest in the Premises by Landlord, the Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void.

Within fourteen days of the End Date of this Lease Agreement, or fourteen days from the date that Tenant vacates or abandons the Premises, whichever date is later, the Landlord shall mail or hand deliver to the Tenant at its last known address the Security Deposit, less any sums retained in accordance with this Lease, together with a written statement itemizing any deductions taken from the Security Deposit. It is Tenant's obligation to provide Landlord with a valid forwarding address prior to the termination or expiration of the Term; if the Security Deposit mailed to Tenant's last known address is returned to Landlord as having been undeliverable, or if a Security Deposit check has not been deposited by Tenant for any reason within 180 days of its mailing, then Landlord shall be entitled to retain the Security Deposit. Tenant shall be deemed to have "vacated" the Premises on the date, following termination or expiration of this Lease, that Tenant has returned all keys to the Premises to the Landlord and have removed all of Tenant's possessions from the Premises. Tenant shall be deemed to have "abandoned" the Premises on the date, following non-payment of rent when due, that Landlord determines, after reasonable inquiry, that the Premises are no longer occupied as a full-time residence.

25. **Casualty Loss.** If in Landlord's reasonable judgment the Premises or the Property is materially damaged by fire or other casualty, Landlord may terminate this Lease Agreement within a reasonable time after such determination by

written notice to Tenant, in which case Landlord will refund prorated, pre-paid rent and all deposits less lawful deductions unless Tenant and/or Tenant's Guest(s) caused the casualty, in which case all funds on account will be applied to all applicable charges related to the damages and Tenant will be responsible for the balance of all charges for repairs. If following a fire or other casualty Landlord does not elect to terminate this Lease Agreement, Landlord will rebuild the damaged areas within a reasonable time, and during such reconstruction, Tenant will be provided a reasonable rent reduction for the unusable portion of the Premises unless Tenant and/or Tenant's Guest(s) caused the casualty.

26. **Guarantor Information, Notice.** Landlord reserves the right to notify any Guarantor of any action taken or notice given with regard to Tenant under this Lease Agreement. If Tenant or Guarantor has supplied information by means of an application for residency, guaranty of payment or other documentation, Tenant and Guarantor, as the case may be, represent that such information is true and correct and given voluntarily and knowingly. Landlord and its management agent reserve the right to release any such information and/or Tenant's account history to law enforcement, government officials, lenders and prospective purchasers of the Property.

27. **Claims.** All claims relating to this Lease, including without limitation claims for injury and/or death, will be governed by the internal laws of the State of Vermont with respect to contracts made and events occurring therein, and exclusive jurisdiction for all matters relating to this Lease will be in the courts of Chittenden County, Vermont, and Tenant hereby submits to the personal jurisdiction of such courts. In any action for breach or other enforcement of this Agreement, the substantially prevailing party may recover all costs or fees incurred in connection with such matter, including reasonable attorneys' fees, as part of any judgment.

28. **Applicable Laws; Subordination.**

a. Tenant's ability to terminate this Lease due to military service shall be governed by the Servicemembers Civil Relief Act, provided that this Lease will not be terminated until after Tenant delivers to Landlord Tenant's written termination notice along with a copy of Tenant's military orders, permanent change-of-station orders and call-up orders or deployment orders, at which time this Lease will be terminated on the date listed on Tenant's orders. This Lease shall be given effect and shall be construed by application of the law of Vermont, including the Residential Rental Agreements provisions set forth in 9 V.S.A. Chapter 137, and shall be construed by the application of the housing provisions found in Chapter 18 of the Burlington Code of Ordinances. Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, color, religion, sex, national origin, familial status or other protected category. If a third party requests information on Tenant or Tenant's rental history for law-enforcement, governmental or business purposes, Landlord may provide it.

b. This Lease is subject and subordinate to any mortgage, deed of trust or ground lease now or hereafter covering the Property or the larger property of which it is a part and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such ground lease, mortgage or deed of trust. The foregoing shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person or entity succeeding to the interest of the Landlord as the owner of the Property or any holder, whether through the enforcement of any remedy provided for by law or by any such ground lease, mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the tenant of such successor in interest.

29. **Miscellaneous.** Failure of Landlord to insist upon strict compliance with the terms of this Lease Agreement will not constitute a waiver of Landlord's rights to act on any violation. Landlord's rights are cumulative and the exercise of any remedy by Landlord will not exclude or waive the right to exercise any other right or remedy. Time is of the essence in the performance of this Lease Agreement. Landlord and its agents and affiliates make no representations or warranty as to the character or standing of any other tenants or residents of the Property. This Agreement, and any attached appendices, addenda or exhibits or referenced residency applications, constitute the entire agreement between the parties as to the subject matter hereof and no oral statements will be binding. If any provision of this Agreement requires the permission or consent of Landlord, such written permission or consent may be granted or withheld in the sole discretion of Landlord or its designated agent or representative, or may contain such conditions as Landlord deems appropriate and

will be effective only if Tenant complies with such conditions. Moreover, any written permission or consent given by Landlord to Tenant may be modified, revoked or withdrawn by Landlord at any time, at Landlord's sole discretion, upon written notice to Tenant. Any amendment to this Lease Agreement, other than a change to the Rules and Regulations, must be in writing and signed by Tenant and Landlord or its authorized agent. If any provision of this Agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect.

END OF MAIN BODY OF LEASE; EXHIBITS CONTINUE

APPENDIX A

City of Burlington Noise Control Ordinance

Sec. 21-13 of the Code of Burlington Ordinances

(a) 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 prolonged or unsuitable for the time and place and which is detrimental to the peace and good order of the community. It is the goal of this section to allow all residents of our city to peacefully coexist in a manner which is mutually respectful of the interests and rights of others.

(b) Prohibited Noise Offenses:

(1) 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.

(2) Express Prohibitions. The following acts, which enumeration shall not be deemed to be exclusive, are declared to be noise disturbances:

a. 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 plainly audible through walls between units within the same building, from another property or from the street between the hours of 10:00 p.m. and 7:00 a.m. or in such a manner as to unreasonably disturb the peace, quiet or comfort of the public.

b. 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.

c. Parties and Other Social Events. Notwithstanding section (b)(1), it shall be unlawful for any person who is participating in a party or other social event to actively make unreasonably loud noise. A party or other social event is defined as a gathering upon the premises of one or more persons not residing at the premises. Unreasonably loud noise is noise that unreasonably interferes with the peace or health of members of the public or is plainly audible between the hours of 10:00 p.m. and 7:00 a.m. through the walls between units within the same building, from another property or from the street. It shall also be unlawful for any resident of a premises to allow a party or other social event occurring in or about the premises to produce unreasonably loud noise. There is a rebuttable presumption that all residents of the premises have allowed such party or other social event to occur in or about the premises. All residents of the premises are responsible for such unreasonable noise made, each having joint and several liability.

d. Machinery. The operation or permitting or directing the operation of any power equipment or machinery outdoors between the hours of 9:00 p.m. and 7:00 a.m. except in emergency situations.

e. Construction Noise. The excavation, demolition, erection, construction, alteration or repair of any premises or structure between the hours of 9:00 p.m. and 7:00 a.m. except in emergency situations.

f. Loudspeakers. The use of loudspeakers or other sound amplification equipment upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or site.

(c) Exemptions. Noise from the following sources shall be exempt from the prohibitions specified herein:

(1) All safety signals and warning devices or any other device used to alert persons to any emergency or used

during the conduct of emergency work, including, but not limited to, police, fire and rescue vehicle sirens.

(2) The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside daytime hours.

(3) Snow removal equipment operated within the manufacturer's specifications and in proper operating condition.

(4) Musical, recreational and athletic events conducted by and on the site of a school or educational institution.

(5) Events and activities conducted by or permitted by the city. Persons operating an event or activity under authority of an entertainment permit, parade/street event permit, solid waste license, or parks special use permit shall comply with all conditions of such permits or licenses with respect to noise control issues.

(6) 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.

(d) Notification by Property Owners of Rental Housing. Owners of rental housing shall be required to provide a copy of this section to a tenant at the start of the 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.

(e) Enforcement:

(1) First Offense. A first offense of any provision of this section, except subsection (b)(2)(c.) (Parties and social events) by a person during any twenty-four-month period shall be deemed a civil ordinance violation and shall be punishable by a penalty of a minimum fine of two hundred dollars (\$200.00) to a maximum fine of five hundred dollars (\$500.00), which may, at the discretion of the prosecuting official, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the Community Justice Center. The waiver penalty for a first offense of any provision of this section except subsection (b)(2)(c.) (Parties and social events) by a person during any twenty-four (24) month period shall be a fine of two hundred dollars (\$200.00).

(2) A first offense of subsection (b)(2)(c.) (Parties and social events) by a person during any twenty-four-month period shall be deemed a civil ordinance violation and shall be punishable by a penalty of a minimum fine of three hundred dollars (\$300.00) to a maximum fine of five hundred dollars (\$500.00) which may, at the discretion of the prosecuting official, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the Community Justice Center. The waiver penalty for a first violation of subsection (b)(2)(c.) (Parties and social events) shall be a fine of three hundred dollars (\$300.00).

(3) Second Offenses. Except for violations of subsection (b)(2)(c.) (Parties and social events), a second offense during a twenty-four (24) month period shall be deemed to be a civil offense and shall be punishable by a minimum fine of three hundred dollars (\$300.00) to a maximum fine of five hundred dollars (\$500.00) which may, at the discretion of the prosecuting official, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the Community Justice Center. The waiver penalty shall be a fine of three hundred dollars (\$300.00).

(4) A second offense under subsection (b)(2)(c.) (Parties and social events) during a twenty-four-month period shall be deemed to be a civil offense and shall be punishable by a penalty of a minimum fine of four hundred dollars (\$400.00) to a maximum fine of five hundred dollars (\$500.00) which may, at the discretion of the prosecuting official, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the Community Justice Center. The waiver penalty for a second violation of subsection (b)(2)(c.) shall be a fine of four hundred dollars (\$400.00).

(5) The third and any subsequent offense within a twenty-four (24) month period shall be deemed a criminal

offense and shall be punishable by a fine of five hundred dollars (\$500.00).

(6) The city shall notify the owner of any property upon which a noise control ordinance violation has occurred and a person has been given a civil Vermont Municipal Complaint or criminal citation pursuant thereto that such complaint or citation has been issued.

(7) Any law enforcement officer may issue a municipal complaint ticket or criminal citation for offenses of the noise control ordinance.

(Ord. of 5-6-96; Ord. of 6-22-98; Ord. of 8-14-00; Ord. of 5-21-01; Ord. of 2-18-03; Ord. of 1-12-10)

END OF DOCUMENT