RESIDENT: ________________________  Date: ______________  Witness: ________________________

APARTMENT TO BE USED AS A PRIVATE RESIDENCE. The Resident agrees that he will use the apartment solely as a private residence, and more particularly the Resident agrees that he will refrain from:

(a) Carrying on any business from the apartment or on the premises;
RESPONSIBLE FOR PAYMENTS. The Resident will be responsible for payments and for any damage to the apartment or its equipment during the period of any sublease.

RIGHT OF ENTRY DURING TERM. In addition to all rights of entry the Owner has at common law and under the provisions of this agreement, the Owner or his agents may enter the apartment during the term of the Lease at any time in case of emergency and otherwise at reasonable times for any of the following reasons:

(a) To inspect the condition of the apartment;
(b) To show the apartment to prospective residents;
(c) To inspect for fire and health hazards;
(d) To make repairs, installations, additions, or alterations to the house or to the building, or to paint the same.

Owner agrees, unless in cases of emergency, to make a reasonable effort to notify the Resident in advance of such entry.

ASSIGNMENT. This Lease may not be assigned, and the Resident may not give any sublease or right to use the apartment to another without prior written approval of the Owner in each case, subject to such conditions as it may prescribe. The Resident shall remain responsible for payments and for any damage to the apartment or its equipment during the period of any sublease.
EXTENT OF OBLIGATIONS. The obligations and agreements of the Resident, so far as applicable, shall extend to all members of the Resident’s family occupying the apartment and a breach of any such obligations and agreements by a member of the Resident’s family shall be deemed a breach by the Resident. The Resident is further responsible for the conduct of his invitees, visitors, and agents while in the Apartments and Family Housing area, and a breach of any applicable covenant or agreement of this Lease by such invitees, visitors, and agents shall be deemed a breach by the Resident.

ASBESTOS AND LEAD-BASED PAINT ACKNOWLEDGEMENT. The Resident hereby acknowledges that, prior to entering into this Lease for rental of the unit, Owner, through its agents, disclosed to Resident information concerning the existence of asbestos in certain areas of the residential unit occupied by Resident, primarily in the basement. It is further acknowledged that Owner has also disclosed to Resident that due to the age of the buildings in the housing complex, there is a likelihood that lead-based paint has previously been used to paint certain surfaces of buildings on the property.

Resident acknowledges that he has read informational materials provided by Owner and that the information contained therein adequately and sufficiently discloses to Resident the presence of these substances on the property and discloses some, but not all, of the risks that have been associated with these substances.

MAINTENANCE OF THE APARTMENT AND ITS CONDITION UPON TERMINATION. The Resident agrees that he will maintain the apartment and its equipment, and deliver up the apartment and all keys thereto and its equipment to the Owner upon termination of this Lease, clean and in good order and condition, reasonable wear and tear excepted, and more particularly the Resident agrees that he and any person acting with his permission will refrain from:

(a) Removing any item of University equipment from the house without Owner’s prior written authorization;
(b) Altering or replacing the present locks, or installing additional locks;
(c) Making alterations or changes in the apartment or its equipment without Owner’s prior written authorization;
(d) Using large nails, screws, bolts, tape, or decals upon the walls, doors, woodwork, ceilings, or floors of the apartment or otherwise defacing or marring such walls, doors, woodwork, ceilings or floors;
(e) Making any unauthorized repairs to the apartment or its equipment;
(f) Tampering with, disconnecting or making inoperative any smoke/CO detector. This is a violation of Vermont Law and Vermont Fire Prevention Code NFPA1 Sec. 1 – 14.1. Violation of this section is subject to citation and fines up to $1000.00 for each violation, which would be issued to the person committing the violation.

RIGHT OF ENTRY AND TERMINATION UPON NON-PERFORMANCE. If the Resident shall fail to comply with any of the covenants, conditions, or agreements of this Lease, or if the Resident shall become otherwise ineligible to live in Apartments and Family Housing, or if any assignment of the Resident’s property be made for the benefit of creditors, then and in each such case, and notwithstanding any license or waiver of any prior breach of the terms hereof, and the alternative provisions for termination as listed previously, the Owner, immediately or at any subsequent time, lawfully may terminate this Lease without prejudice to any remedies which might be otherwise used for arrears of payments or preceding breach of any of the covenants, conditions, or agreements set forth herein.

DAMAGE OR DESTRUCTION OF PREMISES. If the apartment, or any part thereof, or the building in which it is located, shall be destroyed or damaged by fire or other casualty, or taken by eminent domain, to the extent that the apartment or any part thereof is in the opinion of the Owner rendered unusable, then this Lease may terminate if the Owner so elects. If this Lease is not so terminated, a proportionate reduction in payments, determined by the Owner, will be allowed until the apartment and all parts thereof are put by the Owner in usable condition, provided, however, that such reduction will be allowed only if the damage occurred through no fault of the Resident.

REPAIRS. The Owner will make all repairs to the building, apartment, or equipment which he determines are necessary at such time or times as he may determine. If repairs to the apartment or its equipment are required, the Resident is responsible for reporting the need thereof to the Owner. If repairs, renovation, painting, service or other work is required because of the carelessness, negligence, or fault of the Resident or because of the breach by the Resident of any conditions of this Lease, the Resident agrees to pay all costs of restoring the building, apartment, or equipment to its original condition and repairing or replacing any personal property of any other resident or of the Owner which may be damaged. Owner may cause resident to move to another unit/apartment if repairs are necessary during the term of occupancy.

FORCE MAJUERE, ACCIDENT, REPAIRS. The Resident’s obligations, covenants, and agreements hereunder shall not be affected, impaired or excused because the Owner is unable to supply service, make repairs, alterations, or additions, or supply heat, water, utilities, equipment, or fixtures, if the Owner is prevented or delayed from so doing because of accident, necessary repairs, law or government action, any order, rule or regulation of any government agency or causes beyond the Owner’s reasonable control, and Owner shall not be liable to Resident for any such failure.

ADDITIONAL CHARGES: ADJUSTMENTS IN PAYMENTS. In the event that the Owner is unable for any reason to permit the Resident to occupy the apartment on the date specified herein, the Owner shall not be liable for damages caused thereby nor shall the Lease be violable for that reason, but in such event the Resident shall not be liable for payments until the apartment is available for occupancy by him.

No adjustment of payments or other compensation shall be claimed by the Resident for inconvenience or discomfort arising from the making of repairs or improvements to the apartment or to any building in the Apartments and Family Housing area or to any appliance or equipment in these buildings, provided such repairs are accomplished with reasonable dispatch and with as little inconvenience to the Residents as may be reasonably possible.

LIABILITY FOR LOSS OR DAMAGE. The Owner shall not be liable for damage to persons or property or loss of property because of electric wiring, plumbing, leakage, water, ice, snow, steam, explosion, fire, smoke, war, nuclear disaster, acts of God, or any other cause. All personal property in the apartment or elsewhere in the Apartments and Family Housing area shall be at the sole risk of the Resident. The Owner does not assume any liability beyond that imposed by statute for any damage or injury to persons or to property arising from carelessness, negligence, or improper conduct on the part of any person or agents or employees of the Owner in the
University Apartments and Family Housing area. The Resident is responsible for carrying Resident’s insurance to cover damage to personal property and to cover liability for damage to UVM property.

ABANDONED PROPERTY. The Owner reserves the right without further notice to sell or otherwise dispose of any personal property belonging to or used by the Resident which property remains or is found in the apartment or elsewhere in the Apartments and Family Housing area after the termination of the Lease.

NOTICE TO RESIDENT. Written notice from the Owner to the Resident shall be deemed to be properly given if mailed to the apartment of the Resident or to other such address as the Resident may have designated in writing, or if otherwise personally delivered to the Resident. All correspondence/communication will be with the resident student.

USE OF THE APARTMENT AND THE SURROUNDING AREAS. The Resident agrees that he will use and occupy the apartment and the surrounding areas in a reasonable manner consistent with the rights of the other residents and the interest of the Owner in maintaining the premises in good condition, and more particularly the Resident agrees that he will refrain from:

(a) Driving, standing or parking any motorized vehicles on the grass or sidewalks in the Fort Ethan Allen area;
(b) Allowing papers, cans, bottles, or other trash to accumulate in or around the apartment or buildings;
(c) Utilizing basements for anything other than organized storage only;
(d) Throwing any object from the windows or doors of his apartment or into the public areas of the building or complex;
(e) Shaking, cleaning, or hanging any articles from the windows, doors, ledges or roofs of the building or placing articles on the window ledges;
(f) Installing or placing any outdoor equipment or construction of any type on the grounds without Owner’s prior written authorization;
(g) Making any disturbing noises in the building or operating or using any mechanical or electrical equipment at such times, at such volumes or in a manner so as to constitute a disturbance to others;
(h) Maintaining or using charcoal grill within ten (10) feet of any combustible part of the building;
(i) Using or storing in the apartment or elsewhere in the Apartments and Family Housing area or on university property any weapons, or explosive or highly flammable materials of any sort, except the customary household use of kerosene, turpentine, wood alcohol, paint, paint thinner, rags and naphtha is permitted. Such permitted materials may be safely stored only in quantities no greater than required for immediate household use;
(j) Exploding fireworks in or about the Apartments and Family Housing area or on university property;
(k) Discharging firearms of any type within or adjacent to the Apartments and Family Housing area or on university property;
(l) Obstructing the halls, corridors, stairs, landings, and sidewalks, with any articles of property or using such areas for any purpose other than that of ingress to or egress from the apartment or complex area. The Owner reserves the right to remove and dispose of any such obstruction without liability for so doing;
(m) Allowing the steps and walks to the apartment to become a hazard due to the accumulation of snow, ice, leaves or debris. Owner shall be responsible for keeping the main sidewalks clear;
(n) Wasting or using unreasonable amounts of water supplied to the apartment.

USE AND STORAGE OF CERTAIN ARTICLES. The Resident may not use or install any of the following articles in the apartment or elsewhere in the Apartments and Family Housing area without prior written authorization by Owner, and may not store any of such articles elsewhere in the Apartments and Family Housing area except that these articles may be stored to that extent that space permits in the apartment:

(a) Pianos, unless prior written authorization is obtained;
(b) Outdoor TV and radio antennas;
(c) Outdoor fences;
(d) Additional clothesline or other outdoor drying equipment;
(e) Outdoor play equipment (including slides, swings, sandboxes, etc.);
(f) Wading pools unless Owner’s prior written authorization is obtained and the conditions for use are satisfied;
(g) Additional heating equipment;
(h) Additional electrical wiring, electrical fixtures, air conditioners or satellite dishes unless Owner’s prior written authorization is obtained and the condition for installation and use are satisfied;
(i) Fixtures for awnings or window guards;
(j) Waterbeds;
(k) Halogen lights.

OTHER REGULATIONS. The Resident agrees to conform to such conditions and regulations or published policies as are now or may from time to time hereafter be issued by the Owner for the welfare of the Apartments and Family Housing area or for the general convenience or comfort of the residents thereof. The Resident further agrees to comply with all applicable federal and state laws and regulations and city and town ordinances.

WAIVER. The waiver of one breach of any covenant or agreement of this Lease shall not be considered to be a waiver of such covenant or agreement, or of any other covenant or agreement, or of any subsequent breach of any covenant or agreement.

SEPARABILITY CLAUSE. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstances should be held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.