



**Residential Lease**

This agreement made this \_\_\_\_\_ day of (mo.) \_\_\_\_\_ (yr.) \_\_\_\_\_, is between Greater Property Management, LLC (hereinafter called Landlord) and \_\_\_\_\_ (hereinafter called Tenant). Landlord leases to Tenant, and Tenant rents from Landlord, residential unit located at \_\_\_\_\_ (hereafter called premises), under the following conditions:

- TERM:** 1. The initial term of this lease shall be 12 months, beginning (mo./day) \_\_\_\_\_ (yr.) \_\_\_\_\_ and ending Noon, (mo./day) \_\_\_\_\_ (yr.) \_\_\_\_\_.
- POSSESSION:** 2. If there is a delay in delivery of possession by Landlord, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Tenant may void this agreement and have full refund of any deposit. Landlord shall not be liable for damages for delay in possession.
- RENT:** 3. Rent is paid monthly, in advance, at a rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), per month, during the term of this agreement on the **FIRST** day of each month. Any returned check will be considered as unpaid rent and tenant agrees to pay \$20.00 for each dishonored check.
- RENT SURCHARGE:** 4. Time is of the essence in this agreement. If the rent is postmarked or accepted after the close of the business day on the 10<sup>th</sup> of each month the rate will be \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- EVICITION:** 5. According to Connecticut General Statutes, if the rent called for in paragraph 3 hereof has not been paid by the tenth (10<sup>th</sup>) of the month, then Landlord shall automatically and immediately have the right to take out a Dispossessory Warrant (Eviction Notice) and have Tenant, his/her family and possessions evicted from the premises.
- SECURITY DEPOSIT:** 6. Landlord acknowledges receipt of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), as a deposit to indemnify owner against damage to the property and for Tenant's fulfillment of the conditions of this agreement. Deposit will be returned to Tenant within thirty (30) days after the residence is vacated if:
  - (a) Lease term has expired or agreement has been terminated by both parties; and
  - (b) All monies due Landlord by Tenant have been paid; and
  - (c) Residence is not damaged and is left in its original condition, normal wear and tear expected; and
  - (d) Landlord is in receipt of copy of paid final bills on all utilities (includes gas, oil, electric, and telephone).
  - (e) Deposit will not be returned if Tenant leaves before lease time is completed. Deposit may be applied by Landlord to satisfy all or part of Tenant's obligations and such act shall not prevent Landlord from claiming damages in excess of the deposit.
- RENEWAL TERM:** 7. It is the intent of both parties that this lease is for a period of 12 months. Should this lease be breached by the Tenant, the indemnification deposit shall be forfeited as liquidated damages and the Tenant will owe rent through the last day of occupancy.
- SUBLET:** 8. Tenant may not sublet residence or assign this lease without written consent of Landlord.
- CREDIT APPLICATION:** 9. Landlord having received and reviewed a credit application filled out by Tenant, and Landlord having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Tenant. Tenant and Landlord agree the credit application the Tenant filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Tenant further agrees if he/she has falsified any statement on said application, Landlord has the right to terminate rental agreement immediately, and further agrees Landlord shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Tenant further agrees, in event Landlord exercises his option to terminate rental agreement, Tenant will remove him or herself, his/her family, and possessions from the premises within 24 hours of notification from Landlord of the termination of the lease. Tenant further agrees to indemnify Landlord for any damages to property of Landlord including, but not limited to, the cost of making residence suitable for renting to another Tenant, and waives any right of "set off" for the indemnification deposit and prepaid rent which was forfeited as liquidated damages.
- FIRE AND CASUALTY:** 10. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Landlord may, at his option, terminate rental agreement or repair damages within 30 days. If Landlord does not do these repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Landlord elects to repair damage, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs, Tenant has vacated and removed Tenant's possessions as required by Landlord. The date of reoccupancy shall be the date of notice that residence is ready for re-occupancy. If tenant wishes to permanently vacate residence due to such a casualty, within this 30-day period, tenant must request a rental agreement termination from landlord. Landlord will then, at his discretion, provide one in writing to the tenant.
- HOLD OVER:** 11. Tenant shall deliver possession of residence in good order and repair to Landlord upon termination or expiration of this agreement.
- RIGHT OF ACCESS:** 12. Landlord shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Landlord may enter at any time to protect life and prevent damage to the property.
- USE:** 13. Residence shall be used for residential purposes only and shall be occupied only by the persons hereby noted in this agreement and/or in the application to lease. The presence of an individual residing on the premises who is not a signator on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with state, county, and municipal laws and ordinances. Tenant shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Tenant's quiet enjoyment of their residence.

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- PROPERTY LOSS:** 14. Landlord shall not be liable for damage to Tenant's property for any type for any reason or cause whatsoever, except where such is due to Landlord's gross negligence. Tenant acknowledges that he/she is aware that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.
- PETS:** 15. Animals, birds, or pets of any kind shall not be permitted inside the residential unit at any time unless the prior written approval of Landlord has been obtained.
- INDEMNIFICATION:** 16. Tenant releases landlord from liability for and agrees to indemnify Landlord against losses, incurred by Landlord as a result of (a) Tenant's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Tenant, Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgement, lien, or other encumbrance filed against residence as a result of Tenant's action.
- FAILURE OF LANDLORD TO ACT:** 17. Failure of Landlord to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.
- REMEDIES CUMULATIVE:** 18. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Tenant shall pay to Landlord all expenses incurred in connection therewith.
- NOTICES:** 19. Any notice required by this agreement shall be in writing and delivered personally or by mail.
- REPAIRS:** 20. Landlord will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Tenant. Tenant shall make all necessary repairs to interior and keep premises in a safe, clean, and sanitary condition. Tenant is responsible for paying for any servicing or repairs that are needed due to Tenant's negligence. Tenant may not remodel or paint or structurally change, nor remove any fixture therefrom without written permission from Landlord.
- ABANDONMENT:** 21. If Tenant removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, residence may be considered abandoned, and landlord shall have the right without notice, to store or dispose of any property remaining on the premises by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's property remaining on the premises after the termination of this agreement. Any such property shall be considered Landlord's property and the title thereto shall vest in Landlord.
- TENANT'S RIGHTS:** 22. Tenant's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part; if requested, Tenant shall execute promptly any certificate that Landlord may request to specifically implement the subordination of this paragraph.
- RULES AND REGULATIONS:** 23. (a) Signs: Tenant shall not display any signs, posters, flags, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.  
 (b) Locks: Tenant is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Landlord of the premises upon termination of the occupancy.  
 (c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress or egress.  
 (d) Radio or television aerials shall not be placed or erected on the roof or exterior.  
 (e) Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant owning same, for storage or public or private sale, at Landlord's option, and tenant owning same shall have no right of recourse against Landlord therefor.  
 (f) Storage: no goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area of the residence itself. Storage in all such areas shall be at tenant's risk and Landlord shall not be responsible for any loss or damage.  
 (g) Walls: No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in or on walls, woodwork, or any part of residence.  
 (h) Guest: Tenant shall be responsible and liable for the conduct of his/her guests. Act of guests in violation of this agreement or Landlord's rules and regulation may be deemed by landlord to be a breach by Tenant. No guest may stay longer than 10 days without permission of Landlord: otherwise a \$10 per day guest charge will be due Landlord.  
 (i) Noise: All radios, stereos, television sets, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.  
 (j) Tenant shall furnish his/her own garbage can(s).  
 (k) Tenant's Guide: Landlord reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as landlord shall, in his judgement, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort of benefit of Tenant's generally.

**ENTIRE AGREEMENT:** This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

LANDLORD	TENANT	TENANT
	TENANT	TENANT