

LEASE APPLICATION
Spinner Place at Winooski Falls



One Main Street, Suite 1, Winooski, VT 05404 . office: 802.655.3200 fax: 802.655.3201 . www.spinnerplace.com

Name: (Ms. or Mr.) _____

Permanent Address: _____ Cell phone: () _____

City: _____ State: _____ ZIP: _____ Phone: () _____

Local Address: _____

City: _____ State: _____ ZIP: _____ Phone: () _____

Email Address: _____ Date of Birth: (month/day/year) / / _____

Driver's License Number: _____ State: _____

Social Security Number: _____ Annual Income: _____

Current Class Standing (circle one): Graduate Senior Junior Sophomore Freshman

Anticipated Graduation Date: _____ Anticipated Move In Date: _____

Parent, Guardian or Emergency Contact:

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____ Home Phone: () _____

Employer: _____ Work Phone: () _____

Floor Plan Options: Rank preferences below by placing a 1 for your 1st choice and 2 for your 2nd choice. Assignments are based on availability upon receipt of completed application.

Applicant Income Certification: I hereby certify that my gross income for the last calendar year did not exceed \$48,300 (100% of Burlington, Vermont MSA median income).

Choice	Bedrooms / Baths	Requested Roommates
_____	2 bedroom / 1 bath	_____
_____	4 bedroom / 2 bath	_____
_____	5 bedroom / 2 bath	_____

Complete application and mail to or deliver in person to the leasing office as indicated above. By signing below, I represent that:

- a) All information contained herein is true and correct.
- b) I authorize verification of creditworthiness by means of reference and/or credit checks.
- c) I authorize Management to conduct a criminal background investigation.
- d) I understand a financially responsible Guarantor is required for every lease and that this Guarantor must also meet all approval requirements. Failure to provide a Guarantor will entitle Management to refuse your application for that reason and to retain applicable fees agreed for liquidated damages.
- d) My permission is not required to lease vacant bedrooms in the apartment assigned to me.
- e) Roommate compatibility is not guaranteed.

Applicant's Signature: _____ Date: _____

Staff Representative Signature: _____ Date: _____

Application is for information only and does not obligate landlord to execute a lease or deliver possession to proposed resident's.

ROOMMATE MATCHING SURVEY

Spinner Place
Off-campus apartments for University of Vermont students

Contact Information:

Name: _____

Age: _____

Gender: Male
 Female

Current Phone #: _____

Summer Phone #: _____

email address: _____

Academic Status :

- Year 2005-2006
- Year 2006-2007

Roommate preferences:

- Males Only
- Females Only
- No Preference

Name/s of any roommate requests:

Which of the following generally describes your room?

- Neat and Clean
- Generally Neat
- A Little Messy
- Messy

Under what conditions do you like to study?

- Absolute quiet
- TV or radio on is ok
- Some background noise is okay
- With other people

Which best describes your normal sleeping pattern?

- Early to bed, Early to rise
- Early to bed, Late to rise
- Late to bed, Early to rise
- Late to bed, Late to rise

What are your social expectations in relation to your apartment and suitemates?

- I want the apartment to be a quiet place
- I wouldn't mind people around sometimes
- I want people to be around
- I want our apartment to be the place where everyone hangs out

What is your musical preference?

- Country
- Rock
- Rap
- Hip-hop
- Other_____

Please rank your apartment-type preference (1=1st preference, 2=2nd preference, 3=3rd preference, 4=4th preference)

- ____ 2 bedroom/1 bath
- ____ 3 bedroom/2 bath
- ____ 4 bedroom/2 bath
- ____ 5 bedroom/2 bath

Signature: _____

Printed Name: _____

Spinner Place staff will make every effort to match roommates with similar interest and living habits, however, we cannot guarantee compatible roommate assignments.

Guaranty of Lease

(Parent/Guardian: Please fill this out in the presence of a Notary Public & have notarized)

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution of that certain Lease Agreement (the "lease") between HALLKEEN MANAGEMENT, INC., as agent for CHF Winooski, L.L.C., the owner of Spinner Place as 'LANDLORD' and _____ as 'TENANT' regarding a portion of the premises known as Spinner Place, 25 Winoosik Falls Way, Apt. _____, Winooski, VT 05404 (the "Premises"); the undersigned Guarantor, either a parent, legal guardian or indemnitor of the Tenant named herein hereby absolutely and unconditionally guarantees to Landlord the full and prompt payment of all rent, additional rent, and any and all other sums and charges payable by Tenant under the Lease, as well as all other covenants, terms, conditions and agreements of the Lease to be performed and observed by the Tenant. Guarantor hereby covenants and agrees that if default shall at any time be made by the Tenant in the payment of any such rent or the performance of the covenants, terms, conditions or agreements in the Lease, the Guarantor will pay to Landlord, within 10 days of Landlord mailing notice of default to Guarantor, such rent and other sums and charges due the Landlord, and/or perform and fulfill all of such terms, covenants, conditions and agreements, and will pay the Landlord all damages and expenses, including Landlord's reasonable attorney's fees that may arise in consequence of any default by the Tenant under the Lease or by the enforcement of this Guaranty. If more than one guarantor executes this Guaranty, their obligations herein shall be joint and several.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor, without the necessity of any suit or proceedings on the Landlord's part of any kind or nature whatsoever against the Tenant and without the necessity of any notice of nonpayment, non-performance, non-observance or acceptance of this Guaranty, or any other notice or demand, all of which the Guarantor hereby expressly waives. The Guarantor hereby agrees that the validity of the Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the relief of Tenant from any of the Tenant's obligations under the Lease by the rejection of the Lease in connection with proceedings under any bankruptcy law now or hereafter in effect or otherwise.

This Guaranty may be enforced against Guarantor without the necessity of recourse against Tenant or any other parties responsible. Guarantor consents that any proceedings to enforce this Guaranty or related rights may be brought in the State of Vermont and Guarantor consents to personal jurisdiction of such State's courts and agrees that any actions to enforce this Guaranty shall be governed by the laws of the State of Vermont.

This Guaranty shall be a continuing guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or any subleasing of the Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extensions of time that may be granted by the Landlord to the Tenant or by reason of any other accommodations, alterations, modifications or other indulgences granted by Landlord to Tenant, whether or not the Guarantor has knowledge or notice thereof.

The Lease together with this Guaranty may be assigned by Landlord without notice to Guarantor. The assignment by Landlord of the Lease and/or the rents and other receipts thereof made either with or without the Guarantor's knowledge or notice shall in no manner whatsoever release the Guarantor from any liability hereunder.

All of the rights and remedies of Landlord under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein shall be construed as a waiver or exclusion of any other right or remedy available to Landlord.

This Guaranty shall be binding upon the heirs, administrators, executors, successors and assigns of the Guarantor shall inure to the benefit of the Landlord, its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty this _____ day of _____ 200_____.

GUARANTOR (signature)

Print Name: _____
Address: _____
Telephone: (home) _____
Telephone: (work) _____
Employer: _____
Annual Income: _____
Social Security #: _____
Date of Birth: (month/day/year) _____
Driver's License #: _____

GUARANTOR (signature)

Print Name: _____
Address: _____
Telephone: (home) _____
Telephone: (work) _____
Employer: _____
Annual Income: _____
Social Security #: _____
Date of Birth: (month/day/year) _____
Driver's License #: _____

STATE OF _____, CITY/COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 200____, before me, the subscriber, a Public in and for the State and City/County aforesaid, personally appeared _____ made oath in due form of law that he/she/they executed the foregoing Guaranty as his/her/their free act and deed for the purposes therein contained.

Notary Public

My Commission Expires: _____

SPINNER PLACE
LEASE AGREEMENT

THIS LEASE, made this ____ day of _____, 200__, whereby **HALLKEEN MANAGEMENT, INC.**, agent for CHF Winooski, L.L.C., the owner of the West Block Apartments, hereinafter referred to as Landlord, does hereby lease unto _____, hereinafter referred to as Tenant, bedroom no. _____, (the "Bedroom"), in apartment no. _____ (the "Apartment") in the premises known as West Block Apartments, 25 Winooski Falls Way, Winooski, Vermont (the "Building"), along with the right to use in common with other tenants of the Apartment and such tenants' agents and guests, the living room, kitchen and any bathroom(s) located within the Apartment not leased to another tenant for that tenant's exclusive use, with the Bedroom and those portions of the Apartment which Tenant may use in common with others and those common areas of the Building being hereinafter collectively referred to as the "Premises", for a period commencing on the later of the ____ day of _____, 200__, or the date Landlord tenders possession of the Premises to Tenant, and ending at 1:00 p.m. on the ____ day of _____, 200__, at a total base rental of _____ (\$_____), payable in equal monthly installments of _____ (\$_____), in advance, without notice, deduction, setoff, or demand, on the first day of each month. Tenant shall be deemed to have taken possession of the Premises as of _____, 200__. The first and last month's rent shall be pro-rated if the term does not commence on the first day of the month or end on the last day of the month.

This Lease is on the following terms, covenants, rules, and regulations which the Landlord and Tenant agree to keep and perform.

LANDLORD AND TENANT AGREE THAT:

1. **STATUS:** 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, or a faculty or staff member at the University of Vermont (the "University"). Tenant grants Landlord permission to verify Tenant's status with the University throughout the term of the lease period.

2. **SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Tenant of the sum of \$ _____, paid prior hereto, to be held as security for the faithful performance by the 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), damage due to breach of this Lease or for damage by Tenant or the Tenant's agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord and/or expenses required to remove from the Premises articles abandoned by Tenant. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. The Tenant shall have the right to be present when the Landlord, or the Landlord's agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address. The notice to be furnished by the Tenant shall be mailed to the Landlord at least sixty (60) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant by first class mail of the time and date when the Premises is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the Tenant's notice. 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 vendee, or other 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.

The Tenant shall have a right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within fourteen (14) days after the termination of the tenancy. The Landlord shall be further obligated to return any unused portion of the Security Deposit, by first class mail, addressed to the Tenant's last known address within fourteen (14) days after the termination of the tenancy.

3. UTILITIES: Landlord will pay all charges for heat, water, sewage, basic cable, basic telephone service (no long distance), computer data connection and electricity used in the Apartment during the term of this Lease.

4. DELIVERY DATE OF PREMISES: If through circumstances beyond the Landlord's control, the Landlord is unable to give Tenant possession of the Premises on the commencement date set forth herein, the Landlord shall not be liable for any damages to the Tenant and this lease including the obligation to pay rent hereunder shall continue in full force and effect and possession of the Premises will be given as soon as reasonably convenient to the Landlord. Notwithstanding such delay, the Landlord will provide temporary housing to Tenant until such time that the Landlord can deliver Tenant possession of the Premises.

5. POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES: If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment of Landlord other than the Premises at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to between the parties.

6. BANK RETURNED CHECKS: Rent payments made by check which do not clear the bank cost the Landlord additional expenses for bookkeeping and clerical services and that, therefore, Tenant will pay to Landlord THIRTY-FIVE (\$35.00) DOLLARS for each such bank returned check.

7. DEFINITION OF RENT: All payments from Tenant to Landlord required under the terms of this Lease, including, but not limited to, Court costs, shall be deemed rent.

8. PAYMENT OF RENT: Tenant shall pay the rent at the Landlord's office or at such other place as may be designated by the Landlord. Except as may otherwise be required by law, or by the Landlord, all rental payments made by Tenant to Landlord shall be by check, money order or by credit card (if Landlord has the necessary facilities with which to process a credit card payment). Should any check given by Tenant to Landlord be dishonored by Tenant's bank, Landlord shall have the right to require that all future rent payments, except as may otherwise be required by law, be paid by money order or certified check. Rent will be accepted by the Landlord during Landlord's business hours or in the drop box in the leasing office.

Should Landlord employ an Agent to institute proceedings for rent and/or repossession of the Premises for non-payment of any installment of rent, and should such rent be due and owing as of the filing of said proceedings, Tenant shall pay to Landlord the reasonable costs incurred by Landlord in utilizing the services of said Agent.

9. LATE CHARGE: Tenant will pay, as additional rent, a charge of five (5%) percent of the monthly rental as a late charge in the event that Tenant shall fail to pay, both while occupying the Premises and after vacating same, an installment of the rent for a period of four (4) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.

10. ATTORNEY FEES: Should Landlord employ an attorney because Tenant or Tenant's family, agents, employees or guests violate any term or provision of this Lease, or the rules and regulations thereof, the Tenant shall pay such reasonable attorney fees as are incurred by the Landlord. Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings.

11. WAIVER: The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.

12. ALTERATIONS: Tenant will leave the Premises and the Apartment at the end of the Lease term in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including painting and papering) to either the Premises or the Apartment. Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to either the Premises or the Apartment shall, at the expiration of the Lease term, be the property of the Landlord and remain with the Premises and/or the Apartment.

13. COMPLIANCE WITH LAWS, COVENANTS, RULES AND REGULATIONS: Tenant, Tenant's family, employees, agents and guests, will abide by all laws, ordinances, regulations of any and all governmental authorities which affect the Premises and all covenants and restrictions set forth in the Declaration of Condominium for West Block Condominium recorded in the City of Winooski Land Records, and the Declaration of Covenants, Easements, Conditions and Restrictions for the Winooski Downtown Redevelopment Project recorded in the City of Winooski Land Records.

14. LEASE VIOLATIONS: If (i) any of the representations made by Tenant in Tenant's Lease Application or this Lease Agreement are misleading or untrue; or (ii) if Tenant, Tenant's employees, agents, invitees or guests violate any provision of this Lease or any rule or regulation herein imposed, then Landlord may treat such representation or Lease violation as a breach of this Lease and a forfeiture under the terms of this Lease. Upon such violation, Landlord may terminate the tenancy by actual notice given to Tenant at least thirty (30) days prior to the termination date specified in the notice. Upon the failure of Tenant to pay rent, Landlord may terminate the tenancy by actual notice given to Tenant at least fourteen (14) days prior to the termination date specified in the notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law. If Tenant's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, 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 the Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises. Tenant's proportionate share of advertising expenses shall be computed by dividing Landlord's total advertising expenses for the apartment community in which the Premises are located, for the shorter of the period of time in which the Premises remain vacant or the Lease term expires, by the number of vacant units in the apartment complex during that same period of time.

15. INTERRUPTION OF SERVICE: The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Building or due to defects in the Building not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Building, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work. The parties further acknowledge that rent escrow, if utilized in accordance with applicable law, is a lawful Tenant remedy.

16. RIGHT OF ENTRY: Except in the event of an emergency affecting the health, safety or welfare of the Landlord or any tenant or any property thereof, the Landlord shall give the Tenant~~s~~ at least 48 hours written or oral notice of the Landlord's intent to enter the Bedroom or the Apartment to inspect the Premises, make necessary or agreed repairs, alterations or improvements, to supply agreed services or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors, and shall enter only from 9:00 A.M. to 9:00 P.M. or at such other time as is mutually agreed to by the Landlord and the Tenant. Landlord may enter the Bedroom or the Apartment by master key or, in the event of an emergency, by force. Upon exercising its rights hereunder, Landlord shall not be liable to prosecution therefor or damages by reason thereof.

17. RE-ENTRY OF PREMISES: In the event Tenant abandons the Bedroom or is required to vacate the Bedroom due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Bedroom for the purpose of making alterations and repairs, and may relet the Bedroom. Tenant shall remain liable for rent until the expiration of the term of this Lease, except as otherwise provided under applicable law. If any property is unclaimed by Tenant after abandoning the Premises, Landlord shall give written notice to Tenant mailed to Tenant's last known address, that the Landlord intends to dispose of the property after sixty (60) days if Tenant has not claimed the property and paid reasonable storage and other fees incurred by Landlord. If Tenant does not claim the property within said sixty (60) day period, the property shall become the property of Landlord.

18. APPLICABLE LAW: 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.

19. REPAIRS: Landlord shall be responsible for repairs to the Building, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the Building, its equipment or appliances, is due to the negligence or fault of Tenant, Tenant's invitees, guests, agents or employees.

20. DAMAGE TO PREMISES: In case of damage to the Building by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's employees, agents, invitees or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Building, in the sole opinion of Landlord, shall remain untenable; but if the Building is so damaged that the Landlord shall decide that it is not advisable to repair the Building with the Tenant

occupying same, this Lease shall terminate and the Tenant shall only be liable for rent to the date of damage.

21. SECTION HEADINGS AND NUMBERS: Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.

22. HEIRS AND ASSIGNS: This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with Section 33 of this Lease.

23. NOTICES: All notices from Tenant to Landlord shall be sent by certified mail, return receipt requested, and addressed to Landlord at _____. All notices from Landlord to Tenant shall be delivered personally or to the Apartment, or sent by First Class or Certified Mail, addressed to Tenant at the Apartment.

24. AGENCY: If any employee of Landlord's at Tenant's request, moves, handles or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.

25. SUBORDINATION OF LEASE: This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering (1) the property of which the Premises leased hereby is a part and (2) a leasehold interest in such property or portion thereof under a ground lease or master lease and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such ground lease, master lease, mortgage or deed of trust. This Lease is also subject and subordinate to the Declaration of Condominium of the West Block Condominium. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of (1) any person or entity succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, or (2) any holder, whether through the enforcement of any remedy provided for by law or by any such ground lease, master 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.

26. ENTIRE AGREEMENT: This Lease contains the entire agreement between Landlord and Tenant, and can only be changed in writing, signed by both parties, except that Landlord may unilaterally modify the rules and regulations contained herein in accordance with Section 13 of this Lease Agreement.

27. SEVERABILITY: If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

28. RELOCATION OF TENANT: To promote the well-being of its student residents; to maintain, operate or renovate facilities; to establish a special interest building, floor, unit or section; to convert or consolidate rooms for occupancy by the opposite sex; to fill an apartment; or for any other reasonable purposes, Landlord may require Tenant, upon seven days prior notice, to relocate to another Bedroom within the Premises.

LANDLORD AGREES THAT:

29. CONDITION OF PREMISES: The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants. At all times during the tenancy, Landlord will comply with all applicable provisions of any Federal, State, County or municipal statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part.

30. EXISTING DAMAGES: Upon written request of Tenant (sent in accord with Section 23 of this Lease Agreement) within fifteen (15) days of occupancy, Tenant shall have the right to have the Premises inspected by the Landlord, in the Tenant's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy. Within five (5) days after the Tenant receives Landlord's list, Tenant shall, if Tenant disagrees with the Landlord's written list of existing damages, serve on the Landlord a statement itemizing those portions of Landlord's list with which Tenant disagrees.

TENANT AGREES THAT:

31. FURNISHINGS: Tenant will be deemed to acknowledge that the Premises contain the furnishings specified in Exhibit A attached hereto, hereinafter referred to as the "Furnishings", and that said Furnishings are in good condition, unless Tenant, within five (5) days of the first to occur of the commencement of this Lease or Tenant's occupancy of the Premises, sends notice to Landlord (in accord with Section 23 of this Lease) to the contrary. If Tenant sends such notice, Tenant shall specify therein which Furnishings are missing or not in good condition. Tenant further agrees that when Tenant vacates the Premises, all of the Furnishings will remain in the Premises and be in the same condition as when Tenant occupied the Premises, reasonable wear and tear excepted.

32. VEHICLE PARKING: Tenant acknowledges and agrees that Landlord has no ownership or control over the public garage that is contiguous to the Premises and that Landlord has made no representations or warranties to Tenant regarding the availability of parking.

33. ASSIGNMENT & SUBLETTING: Tenant will not assign this Lease, or sublet said Bedroom or Apartment, or any part thereof, nor permit the Bedroom or Apartment to be occupied by anyone other than Tenant and such other tenants of the Premises as may be authorized by Landlord, without the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord, nor use or permit the Premises to be used for any purpose other than that of a private residence. In the event Landlord agrees to an assignment of this Lease or a subletting of the Premises, Tenant will be charged a fee of \$100.00 for the additional office work involved.

34. NOISE & BEHAVIOR: Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Landlord. Tenant will not permit to enter the Premises or to remain therein any person who engages in improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice in the Premises. Tenant shall further prevent any person on the Premises with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the Bedroom, the Apartment, or the Premises or the facilities, equipment or appurtenances thereto, nor may the Tenant do any such thing.

35. **ILLEGAL DRUGS:** If Tenant, Tenant's employees, agents, invitees and/or guests, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Tenant will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal 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.

36. **SURRENDER OF PREMISES:** If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will make good to the Landlord all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.

37. **WAIVER OF BREACH:** Receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.

38. **INDEMNIFICATION:** Tenant agrees to indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the family, guests, agents or employees of the Tenant.

39. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed omission, fault, negligence or other misconduct on the part of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.

40. **TENANT HOLDING OVER:** If Tenant shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Tenant holding over, which shall continue until either party shall mail notice to the other (pursuant to Section 23 of this Lease) at least one (1) month prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as the Tenant is in possession of the Premises, all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

41. **CONDEMNATION:** In the event the Premises or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.

42. INSURANCE: During the term of this Lease, and any extension thereof, Tenant shall, at Tenant's sole cost and expense, purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$500,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant against loss or damage resulting from broad form named perils on a replacement cost basis. On the commencement date of this Lease and at any time during the Lease when requested by Landlord, Tenant shall provide to Landlord proof of the above referenced insurance. Tenant acknowledges that Landlord does not carry any insurance on Tenant's personal possessions.

43. TENANT INDEMNIFICATION: Tenant shall indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons, or damage to property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so.

44. PREJUDGMENT INTEREST: If Tenant violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than twelve percent (12%) per annum, on the amount due Landlord, from the date of the breach of this Lease Agreement.

45. QUIET ENJOYMENT AND WARRANTY OF HABITABILITY: The Landlord agrees that so long as the Tenant fully performs all the obligations required of him/her hereunder, then the Tenant may peaceably and quietly have, hold and enjoy the premises for the term of this Lease. In addition, the Lease is subject to the implied warranties of habitability as set forth in Title 9, Sections 4457(a)-(c) of the Vermont Statutes Annotated.

46. GUEST RESTRICTIONS: At any time during the term of this Lease, or any renewal or extension thereof, Landlord, in Landlord's sole and absolute discretion, shall have the right to designate specific social guests and/or invitees of Tenant who shall thereafter be prohibited from entering upon Landlord's property, including both the Apartment and the Premises. Long-term visitation (over seventy-two hours or more than fifteen days within a four-month period) by any individual is not permitted without the prior written consent of the Landlord. In addition, Tenant's guests are not permitted to be in the Apartment unless the Tenant is present.

Tenant's Initials

RULES AND REGULATIONS

TENANT AGREES:

1. ANIMALS: Not to keep any pets in or about the Premises. If, however, 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, the rental facility and all other related structures in accordance with applicable laws.

2. APPLIANCES: Not to install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises.

3. FURNITURE: Not to keep any water-containing furniture in the Premises.
4. WALLS AND WOODWORK: Not to drive nails into the woodwork or walls of the Building.
5. WALLPAPER, PAINT AND MIRRORS: Not to apply contact paper, wallpaper or mirrors to the Building and will not change the type or color of paint within the Building from that utilized by Landlord.
6. PORTABLE HEATERS: Not to store, install or operate, in or about the Building, unvented, portable kerosene-fired heaters.
7. LOCKS: Not to change the locks on the doors of Apartment or the Bedroom or install additional locks, chains or other fasteners without the prior written permission of the Landlord. Upon termination of the tenancy, all keys to the Apartment, the Bedroom and the Tenant's mailbox must be returned to the Landlord. In addition, Tenant agrees not to duplicate, distribute, or loan any keys to the Apartment, the Bedroom or to Tenant's mailbox. If Tenant shall fail to comply with this Rule, or if Tenant loses the key to the Apartment, the Bedroom, or to the Tenant's mailbox, or otherwise requests that Landlord change any of the locks on the doors of the Apartment, the Bedroom, or to the Tenant's mailbox, Tenant shall pay Landlord \$50.00 for reimbursement of the cost of changing or re-keying the locks. Notwithstanding the above, Tenant shall provide to the Landlord a copy of the key(s) necessary to gain access to the Bedroom and the Premises if locks have been added, altered or changed by the Tenant from that which were provided by the Landlord. In addition, Tenant agrees not to install additional or alternative alarm systems in the Premises or to alter or change the alarm codes to the system installed in the Premises without Landlord's prior written consent.
8. PERSONAL BELONGINGS: Not to leave any personal belongings in the common areas of the Premises.
9. APPLIANCES & UTILITIES OBSTRUCTIONS: Not to misuse or overload appliances or utilities furnished by the Landlord. In addition, Tenant shall properly use and operate all electrical and plumbing fixtures and shall keep all plumbing fixtures as clean and sanitary as their condition permits.
10. OBSTRUCTIONS: Not to obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
11. ADVERTISING: Not to display any advertisement, sign, or notice, inside or outside the Building.
12. FIRE RISK: Not to store in the Building any material of any kind or description that is combustible, or would increase the risk of fire.
13. LITTER: Not to litter or obstruct the Building.
14. LAWS AND INSURANCE: Not to do anything that would violate any law or increase the insurance rates on the Building.
15. THROWING OF ARTICLES: Not to throw, or allow to be thrown, anything out of the windows or doors or down the passages of the Building.
16. WINDOW SILLS: Not to place anything on the outer edges of the sills of windows.

17. COMMON AREAS: Not to permit Tenant or Tenant's family, employees, agents or guests to play in public areas, stairways, elevators or storage areas.

18. OBSTRUCTION OF WINDOWS, ETC.: Not to cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the Premises.

19. CLEANING OF RUGS, MOPS, ETC.: Not to shake, hang or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors or landings of the Premises.

20. CANVASSING: Not to cause the distribution in the Premises of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting and peddling in the Premises are prohibited. The foregoing shall not prohibit Tenant from using direct mail solicitation or advertising in the regular communications media.

21. CHARCOAL GRILL: Not to use or store any charcoal or gas grills or other open flame cooking devices, or do any open cooking in the Building.

22. DAY CARE CENTER: Not to provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to children not related to the Tenant by blood.

23. CLOTHES LINES: Not to install, erect or utilize exterior clothes lines within the Building.

24. SCREENS: Not to remove any of the window screens covering the windows of the Building.

25. UNAUTHORIZED ENTRY: Not to enter any other tenant's apartment or bedroom without the consent of that tenant.

26. BUILDING EXTERIORS: Not to climb onto exterior walls or roof of the Building.

27. ALCOHOL: Not to store or possess kegs, beerballs or other containers containing large quantities of alcoholic beverages. In addition, alcoholic beverages in open containers are prohibited in common areas of the Premises.

TENANT AGREES TO:

28. GARBAGE & RUBBISH: Place Tenant's garbage and rubbish for disposal only as Landlord directs and to dispose from the Premises all rubbish, garbage and other organic and flammable waste in a clean and sanitary manner.

29. CONDITION OF PREMISES: Keep the Bedroom and Apartment in a neat, clean, good and sanitary condition. Tenant further agrees to keep a minimum temperature of at least 55 degrees Fahrenheit at all times within the Apartment in order to prevent damage to the Building and its systems.

30. DRAPERIES: Only use draperies and window shades provided by Landlord and which present a white exterior coloration.

31. **LOCK-OUT:** Pay a \$50.00 service charge to Landlord each time that Tenant locks himself/herself out of Premises, and requests Landlord's assistance in gaining entry to the Premises after 5:00 p.m. on weekdays, and at any time on weekends and holidays.

32. **SMOKING:** Smoking is prohibited in all areas of the building including individual apartments and individual bedrooms.

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

WITNESS/ATTEST:

HALLKEEN MANAGEMENT, INC.,
agent for CHF-Winooski, L.L.C.

By: _____

802-_____ (phone)

802-_____ (fax)

"Tenant"

Landlord's emergency telephone number is _____ during office hours and _____ after office hours.

_____ Date

Spinner Place Apartments

Apt. _____

Bedroom No. _____

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this ____ day of _____, 200_, personally appeared _____, Duly Authorized Agent of **HALLKEEN MANAGEMENT, INC., agent for CHF Winooski, L.L.C.**, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **HALLKEEN MANAGEMENT, INC., agent for CHF Winooski, L.L.C.**

Before me, _____

Notary Public

Notary commission issued in Chittenden County

My commission expires:

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this ____ day of _____, 200__, personally appeared _____, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed.

Before me, _____
Notary Public

Notary commission issued in Chittenden County
My commission expires: 2/10/07

SAMPLE

EXHIBIT A

Tenant hereby acknowledges that the Bedroom, and the area of the Apartment to be used in common with others, were leased to Tenant containing the following furnishings (the "Furnishings"):

COMMON AREA

1. one (1) sofa
2. one (1) cocktail table
3. one (1) tv stand
4. one (1) microwave
5. one (1) refrigerator
6. one (1) electric range
7. one (1) dishwasher
8. one (1) dining table (excluding townhouse units)
9. two (2) dining chairs (excluding townhouse units)
10. one (1) chair
11. window treatments

TENANT'S BEDROOM

1. one (1) extra long twin bed
2. one (1) desk
3. one (1) desk chair
4. one (1) dresser
5. window treatments

Tenant agrees that unless, within five (5) days of the first to occur of the commencement of this Lease Agreement or Tenant's occupancy of the Premises, Tenant sends notice to Landlord (in accord with Section 23 of the Lease) to the contrary, Tenant will be deemed to acknowledge that the Premises contain the Furnishings and that the Furnishings are in good condition. Tenant further agrees that when Tenant vacates the Premises, all of the Furnishings will remain in the Apartment and the Premises in the same condition as when leased, reasonable wear and tear excepted.

HALLKEEN MANAGEMENT, INC.,
agent for CHF-Winooski, L.L.C.

By: _____

"Tenant"

SAMPLE