

RENTAL AND LEASE AGREEMENT

Application is hereby made to Meehan & Daughters Real Estate and Development Co., hereinafter referred to as "Owner" or "Manager". "Tenant" or "Lessee" refers to each person (and/or co-signer) on this Lease. If group arrangements, all persons in the group are also referred to as "Tenant (s)" or "Lessee (s)". The controlling document will be referred to as "Lease", "Rental Agreement", and/or "Lease Agreement".

Mail correspondence to:
 Heather Meehan
 824 Main Street
 Willimantic, CT 06226

Landlord/Manager Contact Information:
 (860) 456-7610 (Office)
 meehan@hotmail.com

Rental Address: Apartment Number _____ on the _____ floor of the building located
 at _____

NAME OF TENANTS

1.	2.
3.	4.
5.	6.

Terms of Lease:

Length of Lease _____ Beginning _____ Ending _____
 Total Lease Payment* _____ Monthly Installments _____

	Total Amount Due <input checked="" type="checkbox"/> if paid	Per Person
Security Deposit	<input type="checkbox"/>	
Application Fee	<input type="checkbox"/>	
First Month Rent	<input type="checkbox"/>	
Parking Fee	<input type="checkbox"/>	
Total Amount Paid	<input type="checkbox"/>	
Total Amount Due	<input type="checkbox"/>	

A. TERMS OF LEASE

1. USE: Tenant will use the Apartment for a dwelling for yourself and your family. Tenant will not let more than ____ people live in the Apartment at any time. Tenant will also not sublease the Apartment or let any other people live in the Apartment.
2. UTILITIES: We will pay for the following utilities and services in the apartment:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Cold Water | <input type="checkbox"/> Trash Removal |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Snow Removal |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Natural Gas |
| <input type="checkbox"/> Oil | <input type="checkbox"/> Phone |
| <input type="checkbox"/> Cable | |

Tenant will use these utilities and services in reasonable amounts. Tenant is responsible for all utilities not checked above. Tenant is responsible for contacting each utility and turning utilities into your name for the start date of your Lease. Numbers needed for utilities are listed in section 30 of this Lease.

3. DATE RENT IS DUE:
 - a. Rent is due on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
 - b. Tenant will pay the rent even though Landlord does not send a bill for the rent or a notice that it is due.
4. LATE RENT:
 - a. If the rent is not received on or before ten (10) days after the rent due date, Tenant must pay a late fee of \$25.00.
 - b. Rental payments paid late 3 times within a 12 month period create a default of Lease.
 - c. Payments received by Landlord when there are arrearages shall be credited first to any outstanding balance, and then applied to the current amount due.
5. RETURNED PAYMENTS:
 - a. A returned payment fee of \$20.00 will be added for all returned payments.
 - b. If there are more than 2 instances of returned payments Tenant(s) agree that the Landlord may require future payments to be made only by Certified Check or Money Order.

6. SECURITY DEPOSIT:

- a. The Tenant has paid the Landlord a Security Deposit of \$ _____.
- b. The Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the Lease has ended and/or for any unpaid charges or attorney fees suffered by the Landlord by reason of Tenants default of this Lease.
- c. Under no circumstances can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease.
- d. If Tenant is in default under this Lease the Landlord may use the Security Deposit to pay rent or any other money owed under this Lease.
- e. Security Deposit will be held in escrow until the end of the lease term and all keys have been returned to the office.
- f. Security Deposits are refundable only upon the completion of Lease.

7. MAINTENANCE AND REPAIRS:

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant.

- a. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any such repair of which the Tenant becomes aware.
- b. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- c. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage and other waste in a clean, tidy and sanitary manner.
- d. The Tenant is not permitted to paint, make any alterations, improvements or additions to the premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement or addition shall not be deemed as consent to future painting, alterations, improvements or additions.
- e. If permission is given from Landlord to make any changes, any items that Tenant installs in the Apartment will immediately be our property, but may be used until the end of the Lease.
- f. Tenant will keep Apartment and all fixtures and appliances in a clean and safe manner.
- g. Tenant will use all electrical, plumbing, heating, air conditioning and other facilities and appliances in a reasonable manner.

- h. Tenant will not remove and of the Landlord's furnishings or appliances from the Apartment.
- i. Landlord will provide working smoke detectors with batteries at the start of the lease. Smoke Detctors are NOT to be removed or tampered with in any way. Tenants are responsible for testing smoke detectors to make sure they continue working, and replacing low batteries. Tenants will be charged replacement and labor costs if you are at fault and/or do not report any non-working, disconnected, or removed smoke detectors.

8. CONDITION OF PROPERTY:

- a. The Tenant acknowledges that the Tenant has inspected the Apartment and at the commencement of this Lease the interior and exterior of the Apartment as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- b. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the property.
- c. The Tenant agrees to return the leased property to Landlord at end of Lease in the same condition it was in at the beginning of the Lease.

9. PETS:

- a. Pets are not allowed.

10. PARKING:

- a. For a fee of \$ _____ per car per year, Tenant will have the right to park _____ passenger car(s) in the designated parking area on or near the property where the said Apartment is located.
- b. You must register your vehicle at our office and display a parking sticker on your dashboard or rear dash while parked in our parking areas.
- c. Off street parking is for our residents only. All visitors must park on the street.
- d. Unregistered vehicles may not be kept on our property.
- e. Tenant will not block driveway or dumpsters.
- f. **Failure to follow parking guidelines will result in towing of vehicle at Tenant's expense.**

11. LAWS:

- a. The Tenant will abide by all Federal, State and Local laws.

- b. Tenant will not permit others to violate any laws or regulations in the Apartment.
- c. Tenant will pay the Landlord the amount of any fees or penalties incurred due to Tenant or Tenant's guests violating any laws or regulations.
- d. The Tenant agrees not to use the Apartment for any unlawful purpose including but not limited to sale, use or possession of illegal drugs on or around the Apartment.

12. ENTERING APARTMENT:

- a. Landlord will give Tenant 24 hours written or verbal notice of intent to enter Apartment. Tenant will not reasonably deny Landlord the right to reenter the premises.
- b. Landlord and/or his agents have the right to enter the Apartment at reasonable times to inspect, make necessary repairs or changes we are required to make or supply the utility services that we have agreed to supply.
- c. Landlord and/or his agents may also enter the Apartment at reasonable times to show it to possible or actual purchasers, mortgage lenders, tenants, workmen, contractors, potential renters, or inspectors.
- d. Apartments will be checked by management during cold spells without prior notice.
- e. In the event of an emergency, Landlord reserves the right to enter the Apartment without notice. It is required by the Landlord to have a working set of keys to gain access to the Apartment.
 - I. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
 - II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
 - III. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is unauthorized placement of a lock.

13. DAMAGE TO APARTMENT:

- a. Tenant will not have to pay rent for any time that the Tenant's use and enjoyment of the Apartment is substantially affected because the Apartment or the building is damaged by fire or other casualty.
- b. Tenant will pay rent if Tenant or Tenant's guests caused the damage or destruction or unless Tenant continues to occupy the Apartment.

- c. If Tenant continues to occupy any portion of the Apartment the rent shall be reduced by the decrease in the fair rental value of the Apartment.
- d. If any part of the Apartment or the building is damaged by fire or other casualty, Landlord shall have the right to cancel this Lease. If Landlord decides to cancel this Lease the Tenant will be given notice within fifteen (15) days after the date of the fire or other casualty. The Lease will end on the date that Landlord gives in notice to Tenant. If Landlord does not cancel Lease, repair of the damage will be made within a reasonable time.

14. CONDEMNATION:

- a. If any part of the building is condemned, Landlord shall have the right to cancel this Lease. If Landlord decides to cancel this Lease notice will be given within fifteen (15) days after the date of the condemnation. This Lease will end on the date that is given in notice to the Tenant. Tenant will not be entitled to any payment from the government because of such condemnation except for moving expenses. All other payments from the government because of such condemnation will be paid to Landlord.

15. REMOVAL OF PROPERTY:

- a. Tenant must immediately vacate at the end of the Lease and remove any and all belongings from the Apartment.

16. DEFAULT:

Tenant will be in default under this lease if:

- a. Tenant does not make a payment of rent within ten (10) days after it is due
- b. Tenant violates or does not do any of the things agreed upon under this Lease
- c. Tenant vacates the Apartment or does not live in the Apartment.

If Tenant is in default under this Lease the Landlord may send a notice and cancel this Lease. The Lease will end on the date that is given in the notice. If any of the things the Tenant promises to do under this Lease, Tenant will pay Landlord the amount that is paid to do the things the Tenant did not do. Tenant will also pay the Landlord the total rent stated on Page 1 of this Lease less the amount of rent that Tenant has already paid. Tenant will also pay interest on any amount the Tenant owes Landlord which is past due. The interest will be at the rate of twelve percent (12%) per year. If Tenant is in default of this Lease and if the Landlord refers the matter to an Attorney to perform an eviction, Tenant will pay the Landlord the Attorney's fee. If the Landlord refers the matter to an Attorney because Tenant does not pay the amount owed to the Landlord when it is due, Tenant will pay Landlord an Attorney's fee not in excess of fifteen percent (15%) of the amount

of the judgment against Tenant. Tenant will also be responsible for all collection costs and expenses.

17. WAIVER OF NOTICE: In the event Tenant is in default under this Lease, Landlord will not have to send a notice telling Tenant to vacate and leave the Apartment.
18. SALE OF PROPERTY: If Landlord sells the property where the Apartment is located we shall not have further liability to Tenant under this Lease for any event that happens after Tenant receives written notice that the property has been sold. In addition, if Landlord sells the property, any security deposits that you give Landlord will be assigned to the new owner of the property, and the Landlord shall have no further liability to return the security deposit to you.
19. HOLD OVER: If Tenant continues to occupy the Apartment without the consent of the Landlord after the Lease ends, this Lease will be on a month-to-month basis. In this case, either Tenant or Landlord can send a notice to the other to cancel this Lease. Tenant must still give us 30 days written notice if Tenant intends to vacate the Apartment. All other terms of this Lease still apply.
20. MISCELLANEOUS: If there is more than one Tenant who signs this Lease, then each Tenant agrees to pay the entire amount owed to the Landlord. Landlord can delay enforcing any of the Landlord's rights under this Lease without losing them. If Landlord releases any Tenant from this Lease, the remaining Tenant(s) shall still pay the amount owed to the Landlord. Landlord can also give more time to the Tenant(s) to pay the amount owed.
21. SEPERATE PROVISIONS: If any provision of this Lease is invalid or unenforceable, the other provisions of this Lease will still apply.
22. BINDING EFFECT: This Lease shall be binding upon Tenant and Landlord and Landlord's respective successors, heirs, executors and administrators.
23. RENTAL INSURANCE: It is recommended that the Tenant purchases renter's insurance for your own protection.
24. PARTIES: Parties are not allowed. The following is how a party may be defined by the Landlord:
 - a. More than 12 (twelve) guests per unit in or on the property around the Apartment and/or
 - b. Loud music or voices coming from your Apartment and/or

- c. Kegs or large amounts of alcohol and/or
- d. Underage drinking and/or
- e. Neighbors complaining about noise, people, voices, etc. and/or

- f. Police arriving to quiet down Tenant and/or Tenant's guests, ticket Tenant and/or Tenant's guests, or arrest Tenant and/or Tenant's guests.

25. RULES AND REGULATIONS:

- a. Tenant will not block any sidewalks, halls or stairways and will not use them except to go to and from the Apartment.
- b. No grills, fire tables, etc are allowed in the Apartment or on decks, porches, balconies or roofs.
- c. Tenants or their Guests are not allowed on the roof.
- d. All windows must have shades, and/or curtains to be provided by Tenant.
- e. Tenant will use only treatments made for windows (i.e. blinds, drapes, shades).
- f. Tenant will use only tacks or picture hanging devices to hang things on walls. Tenant will fill in holes before moving out. Do not use tape, nails or screws.
- g. No sign or advertisement may be placed on the outside or inside of building.
- h. Tenant will not hang or shake anything from window or balcony.
- i. Tenant will not drop or throw anything from any windows, balconies, halls or stairways.
- j. Tenant will not bring anything into the Apartment that would increase the cost for fire or liability insurance which is kept on the property.
- k. Tenant will not use any electrical appliances that are dangerous or that do not use ordinary electrical plug. No extension cords or adapters are allowed per Fire Marshall.
- l. In the winter, Tenant will keep heat set on at least 65 degrees at all times. If pipes freeze due to a lack of heat, Tenant will be charged to fix any and all damages.
- m. During the winter season, windows must be closed. Failure to remember to close the windows could cause the pipes to freeze and burst.
- n. According to Connecticut State law live Christmas trees are not allowed in properties with more than two units.
- o. Tenant must report any water leaks or heat outages, or running toilets immediately to prevent them from becoming serious.
- p. Tenant will turn off all lights, TV's, electric heaters (keep unplugged) when not in use.

- q. Tenant will not put grease down the sink. Grease causes main drains to back up and apartments to flood. Tenant will put grease in a closed container and properly dispose of in the trash.
- r. Tenant will flush only toilet paper down the toilet. Any other objects (including feminine hygiene products) will cause the toilet to back up and/or break the toilet.
- s. Tenant must have a plunger near the toilet. If toilet backs up try to fix it with the plunger before calling Landlord.
- t. Any damage caused in common area such as broken windows, doors, spindles, laundry room or damage done to the grounds of the Property will be divided among all tenants using the area.
- u. All sublets must be approved by the Landlord in writing.
- v. If Tenant has conflict with neighbors the Tenant will attempt to resolve them on his/her own.
- w. Washing of cars is prohibited.
- x. Washing machines, dryers, and dishwashers are not allowed in Apartment.
- y. To insure the refund of the Security Deposit the Apartment and appliances must be clean thoroughly. All floors, walls, molding, doors, and windows must be cleaned. All rent payments must be current. All late fees must be paid. Interest on the Security Deposit will be paid when Tenant vacates the Apartment.
- z. Upon moving out, Tenant will return the keys and provide a forwarding address to send security and key deposits. Landlord will send a move out statement and deposit amount within 30 (thirty) days.

26. INSPECTIONS:

- a. Inspections of all units will take place each month.
- b. The date and time of inspections can be found in the monthly newsletter.
- c. Newsletters will be provided to Tenant either through hand delivery or electronic correspondence. It is important that you read each newsletter.
- d. Inspections are done to make sure that unit is being well maintained according to the Lease.
- e. Tenant is not required to be present at time of inspection.

27. EMERGENCIES:

- a. If you have a work order request please call the office and report it to a member of the management team.
- b. If you have an emergency that can not wait until normal business hours the Landlord provides a 24 hour emergency call system.
- c. If a member of Landlord's maintenance staff responds to a call that is not an emergency, the unit will be fined \$50.00 per incident (this includes being locked-out).

d. The emergency number can be reached by calling 860-456-7610.

28. SMOKING:

There is no Smoking allowed in the unit or anywhere inside the building. If you wish to smoke all tenants and visitors must go outside the building. Cigarettes must be disposed of properly either in a cigarette receptacle provided or you must obtain a safe receptacle.

29. AIR CONDITIONING:

If electricity is included in your rent there will be a \$_____ charge per month per air conditioner for the period of time that it is used.

30. SATELLITE DISHES, ETC:

Satellite Dishes Etc. are not allowed. Nothing may be attached to the roof or building in anyway without consent of the Owner.

31. UTILITY NUMBERS:

C, L & P – 1-800-286-2000
Yankee Gas – 1-800-989-0900
Saveway Oil – 860-779-2500
Cable – 1-877-922-0805
1-888-619-5114

32. OIL:

a. For tenants who have to pay for oil please note that the Oil tank will be full upon move in so you are responsible for the cost of the last fill upon move out.

OR

b. The oil level is currently at _____ at the start of this lease and is expected to be at _____ at the end of this lease.

_____	Date	_____	Date
Landlord		Tenant	
_____	Date	_____	Date
Tenant		Tenant	
_____	Date	_____	Date
Tenant		Tenant	

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**Connecticut Light and Power (CL&P)
Occupant Consent -- Service Disconnection Request Form
(Occupant/Tenant at Service Location)**

Landlord/Owner to Complete this Section

I am requesting that the service(s) provided by Connecticut Light and Power (CL&P) be disconnected. These premises are presently occupied by the party listed below, or will be occupied by said party on the service disconnection date.

I agree I will not hold CL&P responsible for - and I will indemnify CL&P against - any claims or liabilities that may result from this service termination.

Name of Occupant: _____

Address of Occupant: _____
Street City/Town State Zip

Requested Service Termination Date: ____//____//____
MM DD YY

If unable to obtain a response from the occupant, please indicate action taken:

Landlord/Owner Name (Print): _____

Landlord/Owner Signature: _____ **Date:** _____

Note to Landlord: After both sections of this form have been completed, please mail it to our return address, or fax it to 860-607-6152.

Occupant to Complete this Section

Your landlord has requested that the CL&P service(s) to your premises be disconnected.

Please check the appropriate box below, and complete the rest of this section of the form.

- Yes, I agree with this request to have service disconnected.
- No, please the transfer service(s) into my name. *I request to have service transferred into my name on* _____
(mm/dd/yy)

Occupant Name (Print): _____

Occupant Signature: _____ **Date:** _____

Phone Number: _____
Day Evening

Social Security or Driver's License Number: _____

Yankee Gas (Yankee)
Occupant Consent – Service Disconnection Request Form
(Occupant/Tenant at Service Location)

Landlord/Owner to Complete this Section

I am requesting that the service(s) provided by Yankee Gas (Yankee) be disconnected. These premises are presently occupied by the party listed below, or will be occupied by said party on the service disconnection date.

I agree I will not hold Yankee responsible for - and I will indemnify Yankee against - any claims or liabilities that may result from this service termination.

Name of Occupant: _____

Address of Occupant: _____
Street City/Town State Zip

Requested Service Termination Date: ____/____/____
MM DD YY

If unable to obtain a response from the occupant, please indicate action taken:

Landlord/Owner Name (Print): _____

Landlord/Owner Signature: _____ Date: _____

Note to Landlord: After both sections of this form have been completed, please mail it to our return address, or fax it to 866-855-9921.

Occupant to Complete this Section

Your landlord has requested that the Yankee service(s) to your premises be disconnected.

Please check the appropriate box below, and complete the rest of this section of the form.

- Yes, I agree with this request to have service disconnected.
- No, please the transfer service(s) into my name. *I request to have service transferred into my name on* _____
(mm/dd/yy)

Occupant Name (Print): _____

Occupant Signature: _____ Date: _____

Phone Number: _____
Day Evening

Social Security or Driver's License Number: _____