

560 On Main

Frog Bridge Development, LLC
560 Main Street
Willimantic, CT 06226
Phone (860) 942-8340

LEASE

This Lease is made on the Tuesday, August 18, 2015 between Frog Bridge Development Co, LLC c/o Housing Consultants LLC, which demises and leases, to Jane and John Doe who leases from the Landlord on the terms stated in this Lease, the following premises: 560 Main Street Apt XXX Willimantic CT 06226 (“Premises”) located at 560 On Main (“Apartment Community”).

LANDLORD AND RESIDENT COVENANT AND AGREE:

- 1. TERM.** The term of this Lease shall commence on January 1st, 2016 (“Commencement Date”) and shall terminate at 12:00 noon on December 31st, 2016.
- 2. DEFINITIONS.** The following words shall have the following definitions as used in this Lease: “Resident” shall be construed to include the plural and, whenever appropriate according to the context; it shall include all persons claiming through or under Resident. “Apartment Community” means the building of which the Premises are a part. “Resident’s Family” includes the family, agents, servants, employees, business and social invite³ and licenses of Resident and any occupant of the Premises. “Notice” will refer to a minimum of 48 hours advance notice prior to inspecting the apartment.
- 3. RENT.** The term rent to be paid by Resident for the Premises is \$8,400.00 payable except as otherwise provided in this Lease, in installments of \$700.00 on the first day of every calendar month, in advance without notice so long as this Lease is in force and effect. The rent shall be payable in lawful money of the United States at 560 Main St., Willimantic CT 06226 unless Landlord specifies another address in a written note to the Resident. Should a Lease term of less than one year be allowed by Landlord and Government Regulations, a monthly premium of or \$100.00 is added to the rent.
- 4. JOINT AND SEVERAL LIABILITY.** In the event more than one party signs as Resident hereunder, the covenants, conditions and agreements contained in this Lease shall be joint and several obligations of each party.

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5. **LATE PAYMENTS.** At the discretion of Landlord, the Resident agrees to pay all late rent, late fees and returned check charges in the form of Cashier's Check, Certified Check or Money Order. In the event one personal check is returned due to insufficient funds, Resident agrees to pay all future rent in such form.
6. **LATE CHARGE/RETURNED CHECK.** If any amount due under this Lease is not paid by the tenth (10th) day after the date which it is due, a late charge of 10% shall be added to the rent otherwise due and shall continue to accrue until the amount due and the late charge are paid in full or this Lease is terminated. Resident agrees to pay a charge of \$35.00 per returned check, plus the aforementioned late charges from the date rent is due.
7. **SECURITY DEPOSIT.** Upon execution of this Lease, the Resident shall deposit \$700.00 with the Landlord as security for the faithful performance of all Resident obligations hereunder. Landlord must hold the deposit in a separate, interest bearing account and must pay interest at the end of each year. If the tenant is sixty-two (62) years of age or older, the security deposit shall equal one month's rent. Landlord shall hold such deposit in the manner required by law and shall give Resident such notices regarding such deposit as are required by law. Such deposit shall not be credited to nor offset against any rent or other payments due the Landlord, nor shall the Resident deduct any portion of such deposit from any amounts due the Landlord. Landlord must, within thirty days after the end of the residency, return to the Resident the security deposit with interest less lawful deductions to such forwarding address as the Resident has given the Landlord.

If the unit is rented by more than one person, the Residents agree that they will work out the details dividing any refund among themselves. The Landlord may pay the refund to any Resident identified under the first section of this Lease. If the Resident pays rent later than the 10th of any month, Landlord is not required to pay interest on Resident's Security Deposit for that month.

In the event the Premises, or the Apartment Community, of which it is a part, are sold or otherwise transferred, the Resident thereby consents to the transfer of such deposits to the purchaser or transferee. Upon vacating the Premises, all keys must be returned. If any extraordinary cleaning or repairs is needed, or locks changed, Landlord shall have such work accomplished and deduct this cost from the deposit. The vacating inspection will be made promptly within seventy-two hours. Prior to termination of occupancy, Resident agrees to provide a forwarding address to which any refund and correspondence will be mailed.

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8. USE AND CARE OF PREMISES. Unless otherwise stated in this Lease, the Premises shall be used solely for private residential purposes. The individual(s) identified as Residents in the first section of this Lease will be the sole occupant(s) of the Premises. Occupancy by any other individuals not listed above is a violation of the Lease thereby subjecting the Resident to eviction and such other penalties as are provided herein for such default.

Resident accepts the Premises "AS IS" except for (a) any repairs or maintenance that Landlord is required to make by applicable laws, ordinances or government decisions, rules or regulations, and (b) any items which cannot reasonably be inspected by Resident prior to occupancy by Resident, and which are objected to in writing by Resident within (fifteen) 15 days after Resident takes occupancy of the Premises, or such longer period as is required by law or by any Rider attached hereto. Resident shall make no alterations, decorations, additions or improvements in or to their Premises, that will cause damage to walls or ceilings that results in a hole ¼ inch or greater in diameter, without Landlord's prior written consent, and then only on such terms as Landlord may approve. Landlord shall keep the Premises in good repair, order and condition and except as otherwise required by law or provided in this Lease. The Resident shall keep the premises in as clean and safe as the condition of the premises permit, use of the equipment and appliances on said premises in a reasonable manner, and shall not willfully or negligently destroy, deface or damage the premises and items therein. In the event that Resident does negligently or willfully damage the premises or items therein, Resident shall be liable for the cost of repairs. These monies will be due thirty (30) days after resident receives a bill for the same. The Resident shall not perform any illegal activities at said premises.

9. CLEANLINESS. Resident shall keep the premises in a clean condition at all times. NO dirt, garbage or refuse of any other substances shall be disposed of from the premises or the buildings except in proper receptacles. Resident shall not permit anything to fall or be thrown from the windows, doors, balconies, or porches of the premises. After notice from Landlord, Resident agrees to make the premises ready for pest extermination and in connection therewith remove all goods, foodstuffs, cooking and eating utensils from kitchen cabinets, empty bathroom cabinets and empty any other area deemed necessary by Landlord.

10. LEASE CANCELLATION AND RESIDENT'S COVENANTS IN EVENT OF TERMINATION. In the event that the lease is terminated prematurely by the Resident, the Resident shall be liable to Landlord for costs incurred by Landlord to re-let the premises such as repairs, advertising, realtors' fees, cleaning and

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painting charges as allowed by law. The Resident shall also be liable to Landlord for rental loss until a tenancy pursuant to a new rental agreement occurs for said premises or expiration of the then current rental terms whichever occurs first.

11. UTILITIES. The Resident shall be responsible for and shall pay, as they become due, all bills for Internet, Basic Cable, Electric, Hot Water, Heat & Phone. The Landlord agrees to furnish, at its expense: Cold Water, Sewer and Trash Removal.

12. OCCUPANCY. Resident may take occupancy of the Premises on the Commencement Date of this Lease. If Landlord allows Resident to occupy the Premises prior to the Commencement Date, Resident shall pay Landlord rent, prorated on a 30-day basis, for the balance of the calendar month in which Resident occupies the Premises, and Resident shall be subject to all covenants and agreements contained in this Lease and all rules and regulations applicable to the Premises. If the Premises are not available for occupancy by Resident on the Commencement Date, for any reason, the rent shall be abated on a prorated basis until possession of the Premises is delivered to Resident. If the Premises remain unavailable for occupancy for at least five days after the Commencement Date, Resident may terminate this Lease by giving written notice of termination to Landlord. Five days after Resident gives notice of termination to Landlord, this Lease shall terminate. Landlord shall promptly return to Resident any security deposit and prepaid rent that has been paid by Resident pursuant to this Lease, and Landlord and Resident shall have no further liability under or because of this Lease.

13. RELEASE OF LANDLORD. In the event of a Lease of the entire Apartment Community or on termination of Landlord's interest in the Apartment Community, including without limitation, terminations by sale, assignment, death, bankruptcy or appointment of a receiver, Resident agrees to look solely to any purchaser from, or successor in interest to, Landlord for the fulfillment of Landlord's obligations under this Lease after written notice is given to Resident of the Lease of, or termination of Landlord's interest in, the Apartment Community, except as otherwise provided by law.

14. DISTURBANCE. Resident shall not make or permit disturbing noises to be made by Resident's Family in the Premises or the Apartment Community or the grounds of the Apartment Community or permit anything to be done by such persons which is unlawful, improper or otherwise offensive to, or, which will interfere with the rights, comforts or convenience of, other Residents in the Apartment Community. No

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instruments or appliances, including but not limited to musical instruments, tape recorders, radios, phonographs, or televisions, shall be operated in a manner so as to be heard outside the Premises.

15. KEYS AND LOCKS. Landlord may retain a passkey to the Premises. Resident shall not alter any lock or install a new or additional lock or locks on the premises without Landlord's written consent and then only if Resident provides Landlord with an additional key for such altered new or additional lock. Any such lock, once installed shall not be removed at or before the termination of this Lease without Landlord's written consent and shall become the property of the Landlord when installed on the Premises. If Resident fails to supply landlord with a key, as stated above, Landlord may terminate this Lease as provided in paragraph 18. On termination of this Lease, Resident shall deliver all keys and any locks on the Premises to Landlord. If Resident fails to deliver all keys, Landlord may change the lock or locks on the Premises and charge the Resident with the cost of changing the lock or locks. Delivery of keys to Landlord or any one acting on Landlord's behalf shall not constitute a surrender or acceptance of surrender of the Premises unless so stated by Landlord in writing.

16. PARKING RIGHTS. Landlord may regulate the manner, time and place of all parking. Landlord may regulate, limit, or prohibit from the Premises or Apartment Community the following: Motorcycles, Bicycles, Tricycles, and Skateboards, Recreational vehicles, Boats, Trailers, inoperable vehicles and unregistered vehicles.

Resident(s) is/are allowed the use of 0 (0) uncovered parking spaces at the Apartment Community at **560 On Main** for an additional charge of **\$25.00/each** monthly. Resident(s) is/are allowed the use of 1 uncovered parking space(s) in the municipal parking lot across Main Street.

17. PET POLICY. No pets shall be kept in or on the Premises, nor permitted or allowed on the Premises or Apartment Community by Resident or Resident's Family without written consent by Landlord given in Landlord's total discretion, which consent may be revoked at any time.

18. SUBLETTING AND ASSIGNMENTS. Resident shall not assign or sublet all or any part of the Premises, nor permit any other person not specifically named in this Lease to occupy the Premises, nor shall Resident license the use of the Premises to anyone, or rent any room in the Premises without first obtaining the Landlord's written consent which may be withheld in Landlord's total discretion and which consent is necessary in each such instance. Resident's interest in this Lease may not be transferred by operation of law.

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Any such assignment, sublease, license or transfer of the Premises without Landlord's written consent, is an event of default under this Lease. Landlord may charge Resident an administrative fee not in excess of one-half of one month's rent in the event Landlord chooses to consent to an assignment, sublease, license or transfer of Resident's interest in this Lease, or to the substitution of a Resident under this Lease, and the Landlord may further insist on a replacement Lease being executed by the remaining or new Residents for the balance of the term as if a new tenancy was being created.

19. DEFAULTS AND REMEDIES. The Resident agrees to pay any and all costs, expenses, and fees incurred in collecting money owed to the Landlord or in enforcing any of Landlord's rights under this lease, including, but not limited to, attorney's fees, court costs, and marshal's fees.

In the event that the lease is terminated prior to its expiration by reason of Resident's violation of this lease or violation of applicable law, rule or regulation, the Resident shall be liable to Landlord for costs incurred by Landlord to re-let the premises, including repairs, advertising, cleaning and painting charges as allowed by law.

The Resident shall also be liable to Landlord for rental loss until a new tenancy pursuant to a new rental agreement for said premises occurs or expiration of the current rental term whichever was first.

20. INSURANCE AND INDEMNIFICATION. The Resident understands and agrees that it shall be the Resident's own obligation to insure the Residents' personal property. All personal property in any part of the Apartment Community within the control of the Resident shall be at the sole risk of the Resident. Subject to the provisions of applicable law, the Landlord shall not be liable for loss of or damage to Resident's property of any kind, whether such loss or damage is caused by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the Premises or in any storage space in the Apartment Community or for any personal injury unless caused by the negligence of the Landlord. The Resident agrees to indemnify and save the Landlord and Landlord's agents harmless from all liability, loss or damage arising from any nuisance made or suffered on the Premises or the Apartment Community by the Resident, the Resident's family or from any carelessness, neglect or improper conduct of any such persons as allowed by law.

21. RENEWAL OF LEASE. At least sixty (60) days before the expiration of the original or any renewal term of this Lease, the Resident must give written notice of its request to renew this Lease or his/her intention to

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allow this Lease to expire. The Resident shall be liable for the Landlord's damages including, without limitation, any rent loss, if the Resident fails to give such written sixty (60) days notice or fails to surrender possession of the Premises at Lease expiration. Notwithstanding Resident's notice of request to renew, this Lease shall only be renewed if Landlord and Resident agree on renewal terms and enter into an extension of Lease or a new Lease at least three (3) days prior to the end of the term. If Resident and Landlord fail to execute an extension or renewal at least thirty (30) days prior to the end of the term, Resident shall be deemed to have elected to allow this Lease to expire and Resident shall be expected to vacate the Premises at the end of the Lease term. The Landlord shall have the right to have applicants admitted, with reasonable notice and at all reasonable hours, to view the Premises until rented, if no such notice of renewal is received by the Landlord or no extension of Lease or new Lease is executed hereunder.

22. DELAY IN PERFORMANCE BY LANDLORD. If Landlord is prevented from or delayed in supplying any services or otherwise performing by the terms of this Lease because of any law, regulation or action of any government agency or for any other reason beyond Landlord's reasonable control, Resident shall not be excused from the timely performance of Resident's obligations and covenants under this Lease. In no event shall Landlord be liable for delay or failure to perform under the Lease occasioned by any circumstances beyond the reasonable control of the Landlord as allowed by law.

23. ACCESS TO PREMISES AND INTERRUPTION OF UTILITY SERVICE. Landlord may enter the Premises at any reasonable time to inspect, repair and maintain it, to make improvements, or to show the property to a prospective purchase, resident or lender or for any other reason permitted by law. Except in the case of an emergency, the Landlord shall give the Resident reasonable notice of his intent to enter the Premises. Landlord may temporarily disconnect any utility or other service to the Premises and shall not be liable to Resident for any inconvenience, disturbance or loss of utility or other services during the period of any necessary maintenance, repair, addition or improvement to the Premises or the Apartment Community, as allowed by law, nor shall Resident be entitled to a reduction in rent because of any such interruption in the utility or other services to the Premises or the Apartment Community. The right of access granted in this paragraph shall not be limited by Resident's absence from the Premises. The provisions of the paragraph shall not obligate the Landlord to maintain or to make any alteration, addition, repair, or improvement of the Premises.

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24. DESTRUCTION. If the Premises are damaged by fire or other casualty to an extent that Resident's enjoyment of the Premises is substantially impaired, Resident may vacate the Premises and give notice to the Landlord within fourteen (14) days after the damage, of Resident's intention to terminate this Lease, in which event this Lease shall terminate as of the date the Resident vacates the Premises and the rent shall be prorated on a 30-day basis to the date Resident vacates the Premises. If Resident's continued occupancy of the Premises is lawful, Resident may vacate that portion of the Premises rendered unusable, and the rent shall be reduced in proportion to the nature and extent of the damage to the Premises from the date Resident vacates the unusable portion of the Premises until the repair of the damage to the Premises is substantially completed by Landlord. If the Premises or the Apartment Community are damaged by fire or other casualty and the Resident does not terminate this Lease as provided above, then within sixty (60) days after the damage Landlord shall either (a) terminate this Lease by giving written notice of termination to the Resident or (b) commence to repair any damage to the Premises, at Landlord's expense. If Landlord elects to terminate this Lease, this Lease shall terminate (30) days after the date Landlord gives written notice of termination to Resident, and the rent shall be prorated on a 30-day basis to the date of termination. If neither Landlord nor Resident elects to terminate this Lease and the Premises are damaged so as to be untenable, Resident shall vacate the Premises as soon as possible and the rent shall be abated as of the date of the damage until the repair of the damage to the Premises is substantially completed by the Landlord. Landlord shall not be liable for delay in the repair of the damage to the Premises caused by reason of adjustment in insurance covering the damage or by any reason beyond Landlord's reasonable control. Nothing contained in this Lease shall be construed to relieve Resident or Resident's Family of any liability to Landlord, including without limitation, lost rentals for the balance of the terms of Lease then unexpired in the Apartment Community or in any other structure, caused by the negligence of Resident or any member of Resident's family.

25. EMINENT DOMAIN. If all or substantially all of the Premises or the Apartment Community are taken under power of eminent domain or by sale under threat of condemnation, or by action of the city or other authority, or if it shall receive any direct or consequential damage for which the Landlord or Resident shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during said term or any extension of renewal thereof, then this Lease shall terminate on the date possession or titled is taken, whichever is earlier, and the rent shall be prorated on a 30-day basis to that date. Substantially all of the Premises or Apartment Community shall be deemed to have been taken or sold if the portion remaining of either the Premises or the Apartment Community cannot, in the judgment of Landlord,

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be made reasonably usable for residential purposes in substantially the same manner as before the date of the taking or sale. If less than substantially all of the Premises or the Apartment Community are so taken or condemned, then within thirty (30) days after the taking or sale, whichever is earlier, Landlord may terminate this Lease by giving written notice of termination to the Resident. If Landlord elects to terminate this Lease, this Lease shall terminate thirty (30) days after Landlord gives written notice of termination to the Resident, and the rent shall be prorated on a 30-day month basis to that date. Until the premises are reasonably usable for residential purposes, the rent shall be abated and thereafter the rent shall be reduced in proportion to any diminution in the fair rental value of the Premises. All the compensation and payments resulting from any taking or sale of the Premises or the Apartment Community, under the power of eminent domain or threat of condemnation, belong to Landlord, and Resident has no right or interest in them, except for any compensation or payments made for relocation of Resident. The Resident hereby assigns to the Landlord any and all claims and demands for damages on account of any such taking or condemnation or for compensation for anything lawfully done in the pursuance of any public authority, and covenants with the Landlord that the Resident will from time to time execute and deliver to the Landlord such further instruments of assignment of any such claims and demands as the Landlord shall request, provided however, that the Resident does not assign to the Landlord any claim based on the Resident's personal property or other improvements belonging to the Resident and installed by the Resident with the Landlord's written permission

26. MORTGAGES. If at any time during the term of this Lease there shall be placed on the Apartment Community or the Premises a mortgage insured or guaranteed or otherwise regulated, pursuant to a provision of the National Housing Act, as from time to time amended, or pursuant to any other federal state or municipal legislation, then all applicable statutory provisions and the regulations adopted under such provisions shall be deemed incorporated in this lease by reference, and in addition, such provisions shall supersede any of the terms, covenants, conditions and obligations of this lease to the extent in conflict with the provisions of this Lease. Unless a mortgagee elects otherwise, this Lease is made expressly subordinate to any mortgage or mortgages which may now exist on the Apartment Community or the Premises, or which Landlord may place on the Apartment Community or the Premises, Resident agrees to attorn to any mortgagee or to any purchaser of the Premises in connection with the foreclosure of a mortgage on the Premises, and Resident will recognize the then owner of the Premises as its Landlord under this Lease, and Resident agrees to execute and deliver, on the request of any mortgagee or purchaser of the Premises, any instrument which may be necessary or appropriate to evidence such attornment and subordination.

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27. **REPRESENTATIVE CAPACITY.** If Landlord is a trustee, partnership or other business entity, any liability of Landlord shall be limited to its representative capacity and the individual owners of Landlord or the holders of any beneficial interest in Landlord shall not be individually liable for any acts or omissions of Landlord in connection with this Lease.
28. **NON-DISCRIMINATION.** Landlord shall not discriminate against Resident in the terms of this Lease or any other respect because of Resident's race, creed, color, religion, sex, national origin, handicap, marital status, sexual orientation, mental retardation, physical disability, including, but not limited to blindness or deafness, children in family, except (as to children in the family) in the case of a development that constitutes "housing for older persons" as defined by section 807(b)(2) of the Fair Housing Act (42 U.S.C.P3607(b)(2)), the sex of the head of household, or any other classification(s) protected by state or federal law.
29. **WAIVER.** The waiver of one or more breaches of any term, condition or agreement contained in this Lease shall not be construed as a waiver of any subsequent breach of this Lease.
30. **NOTICE.** Whenever notice or demand to either Landlord or Resident may be required in this Lease, or by law, such notice or demand shall be in writing. Notices or demands from Landlord to Resident shall be deemed to have been properly given if either (a) mailed to Resident at the address designated by Resident in a written notice to Landlord for receipt of such communications, or, in the absence of such designation, at Resident's last known place of residence, or (b) delivered in hand to Resident, or (c) left in a conspicuous place inside the Premises. Notices or demand from Resident to Landlord shall be deemed to have been properly given to Landlord only if delivered to Landlord at the address specified in this Lease for the payment of rent or at such other address as Landlord may specify in a written notice to Resident for receipt of such communications.
31. **SEPARABILITY CLAUSE.** If any provision of this Lease or any part of such provisions, or the application of any provisions to any person or circumstances, shall be invalid or unenforceable by legislation or judicial decision, the remainder of this Lease or the remainder of such provision, shall not be affected by such holding.
32. **REPRESENTATIONS.** The Resident acknowledges that the Resident has not been influenced to enter into this Lease, nor has Resident relied upon any warranties or representations not set forth in this Lease.

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Resident further acknowledges and represents that Resident has read and understands the provisions of this Lease.

33. COPIES. The Landlord shall deliver a copy of this Lease, duly executed by the Landlord, or his authorized agent, to the Resident within thirty (30) days after a copy hereof, duly executed by the Resident, and has been delivered to the Landlord.

34. GOVERNING LAW AND MISCELLANEOUS PROVISIONS. Irrespective of where this Lease is executed, this Lease shall be construed under the laws of the State of Connecticut, and this Lease binds and benefits Landlord and Resident and their respective successors and transferees, may be modified only in writing, constitutes the entire agreement of Landlord and Resident, and may be signed in counterparts, each of which is an original.

Landlord and Resident have signed duplicate originals of this Lease, and this Lease is effective as of the day and year first written above. Resident as an individual states under pains and penalties of perjury that said Resident is 18 years of age or older.

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By (Management Agent): Housing Consultants, LLC
By _____
Its: _____
Date: _____

Resident 1: Jane Doe **Date**

Resident 2: John Doe **Date**

Resident 3: **Date**

Resident 4: **Date**

Any attached Premises condition statement, rent and security deposit receipt, and any addenda all control over any conflicting provisions of this printed Lease.