

# 1. Residency and Financials

## 1.1 PARTIES AND OCCUPANTS

This Lease Contract is Between you, the undersigned resident(s): <<Tenants (Financially Responsible)>> and us the owner/landlord/agent:

<<Owner Name(s)>>

For a Term of

<<Lease Start Date>> to <<Lease End Date>>

This lease will be offered to all residents and co-signers for a period of 48 hours following the lease send date. For questions about the lease and to request an extension please contact our office. **You accept the property, fixtures, furniture and equipment "as is".**

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you", "your", "tenant", "tenants", "resident" & "residents" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

**The Move-in inspection will be shared with you via the tenant portal, if it is not returned signed within 7 days from the move-in date, then the property will be considered to be in excellent and clean condition with no damage or deficiencies.** For any discrepancies or if you need to add pictures or comments please sign it and send those to inspections@pledgepm.com to be documented.

The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

## 1.2 RENTS AND CHARGES

You shall pay <<Monthly Charges>>per month for rent **on the first day** of the Month with <<Grace Period Days>> of grace period. The following late fees will apply for **rent paid** after the grace period or **additional charges** paid after applicable due date:

Late fee rule: <<Late Fee Rule>>

Daily late fee: <<Daily Late Fee>>

A charge of \$50 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

You will pay the rent even though we may not send you a bill for the rent or a notice that it is due. Your rent may be adjusted if you don't provide the Required Insurance per the Required Insurance Addendum. We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

If the Commencement Date is on a day other than the first day of a month, the resident will pay Landlord as prorated rent, an amount equal to the base monthly rent calculated by the following: rent multiplied by 12 divided by 360 multiplied by the number of days in the unit. The prorated rent <<Prorated Rent>> is due on the first day of the second month of the lease plus all the applicable fees.

Rent can be paid online for free at **Pledgepm.com** with a checking or savings account, or for a fee with a credit or debit card. Rent can also be paid with cash at 7-Eleven stores for a small fee. **Rent cannot be paid at the office.**

X \_\_\_\_\_  
Initial Here

### 1.3 ONE-TIME CHARGES AND SECURITY DEPOSIT

---

One-time Charges:

<<**One-time Charges**>>The total of your move-in charges is <<**Total Charges Due at Move-in**>>, which is due in full and has cleared our account prior to move-in. (We require making full payment at least 3 banking days prior to move-in.) In order to receive keys/access to the property, this must be **PAID IN FULL**.

A hold deposit equal to up to two month's rent shall be due at the time of execution of this Lease Contract for all residents in the apartment. Upon move-in, this deposit will be applied to the total move-in charges. **If the hold deposit disclosed in the one time charges is not received within 5 days of lease signing by all residents, we may cancel this lease**

You are responsible for any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees. **Security Deposit cannot be used to pay rent at any point.**

### 1.4 UTILITIES

---

We'll pay for the following utilities:

<<**Utilities Included**>>

Residents are responsible for paying the following:

- Electric  Gas  Oil  Water  Sewer  Hot Water  Trash
- Recycling  Lawn Mowing  Weeding  Snow Removal  TV
- Internet  Phone

Additional Lease Information:

<<**Additional Lease Information**>>

You'll pay for all checked items listed above, related deposits, and any charges, fees, or services on such utilities. Resident(s)<<**Tenants (Financially Responsible)**>> agree to transfer the utilities to their name(s) prior to move-in. We do not guarantee or warranty that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting. The use of a generator is strictly prohibited unless approved by the Owner/ Agent. Residents agree to amend this lease if a checkbox was missed by the property manager, **PROOF of the UTILITIES being switched into your name(s)** must be provided to the office at least 3 business days before you move-in.

### 1.5 RENEWAL OF LEASE AND MOVE OUT

---

Approximately **60 days** before the end of this Lease, you may be offered a new lease, which may contain new terms and conditions. If a new lease is offered, your rent may increase based on market conditions, historically by **2 - 5 percent**. If we do not receive notice of your intention to renew, then you will be expected to move out and provide us with a forwarding address. Should you be offered a new lease and fail to sign you will be considered a month to month resident and your rent will increase by 18% per month. You will be required to sign a month to month lease if you fail to sign a lease with a set term. You may also be assessed a fee of \$500 for the extra time involved in the month to month lease renewal process. All requests to move-out need to be made at least **60 days** before the stipulated date in writing, upon request to move out of the property you will receive an email that will include the move-out and security deposit instructions as well, the cleaning checklist is an addendum on this lease for you to acknowledge it. If you request early termination of your lease, we may agree with an upfront payment of a fee equal up to one month's rent, plus payment of rent until we re-lease the unit.

**Late Notice to Vacate.** If Tenant gives notice to vacate after the deadline required above, it shall be at the sole discretion of the Manager whether to accept that notice. If accepted, Tenant shall pay a Late Notice to Vacate Administrative Fee as follows, based upon the numbers of calendar days prior to the lease termination date that the request is received: (a) **A fee equal to 15% of one month's rent** if forty nine (49) to thirty (30) calendar days prior; (b) **A fee equal to 35% of one month's rent** if between 15 and **29** calendar days prior; and (c) **A fee equal to 50% of one month's rent** if less than **14** calendar days prior.

**Default:** You will be in default under this lease if: You do not make a payment of rent within ten (10) days from the due date, or You violate or do not do any of the things you agree to under this lease, or You vacate the Dwelling prior to lease expiration or do not live in the Dwelling for more than 30 days without writing notification to the office. If you are in default under this Lease, we may send you a notice to cancel this lease. The lease will end on the date that we give in our notice to you. If you do not do any of the things you promise to do under this lease, you will pay us the amount that we pay to do the things that you did not do. You also will pay us the total rent stated in the RENT section of this lease less the amount of rent that you shall already have paid.

If you are in default under this lease and if we refer the matter to an attorney to evict you, you will pay us a reasonable attorney's fee. If we refer this matter to an attorney because you do not pay the amount you owe us when it is due, you will pay us any attorney's fee, not in excess of fifteen percent (15%) of the amount of the judgment we obtain against you. You also will pay us all of our other collection costs and expenses.

**Military Personnel Clause:** In the event the Resident is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Resident receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Resident may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Resident shall also provide to the Landlord a copy of the official orders or a letter signed by the resident's commanding officer, reflecting the change, which warrants termination under this clause. The Resident will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. The damage/security deposit will be promptly returned to the resident, provided there are no damages to the premises.

**Replacements and Subletting:** Replacing a resident, subletting, or assignment is allowed exclusively with our written consent. If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

## 1.6 MISCELLANEOUS

---

1. If there is more than one of you who signs this lease, then each of you agrees to pay the entire amount that you owe us. We can delay enforcing any of our rights under this lease without losing them. If we release any of you from this lease, the rest of you shall still pay the amount you owe us, we can also give any of you additional time to pay the amount you owe us.
2. All vehicle information must be added and updated via the tenant portal.
3. Attached to this Lease is a Required Insurance Addendum. Under that Addendum, you are required to provide evidence of certain Required Insurance. If you do not provide that evidence to the Landlord, the Landlord will obtain the Required Insurance and add the cost of that insurance to your rent, and you will be billed that additional amount as part of your rent, which will be adjusted to the added cost of the required Insurance. Failure to pay this additional charge will be a default in the Resident's rent obligation.
4. If any provision of this Lease is invalid or unenforceable, the other provisions of this lease will still apply.
5. This lease shall be binding upon you and us and our and your respective successors, heirs, executors, and administrators
6. Waiver of Notice: In the event that you are in default under this lease, we will send you a notice telling you to vacate and leave the Dwelling.

## 1.7 MANAGER

---

The name and address of the persons authorized to manage the property is:

Pledge Property Management, Inc. | 194 Fitchville Rd, Bozrah, CT 06334 | phone 860-887-2792 | email info@pledgepm.com | pledgepm.com

We may name different persons or different addresses. We shall give you written notice of any such changes.

## 1.8 KEYS AND LOCKS

---

You will be provided with the following keys:

- Front Door  Keypad Code  Building Entry Door  Mailbox
- Bedroom Door  Outbuilding  Storage  Laundry  Back Door
- One  Two Garage Door Remote(s)

**The residents are responsible for making their own copies of the existing keys.** All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in. You shall be liable for the entire cost of all of the keys or locks replacements and Lockouts or Loss of Keys, the Lessee may be charged for time and materials for this service. You shall not change the locks or add a deadbolt lock without our written consent. You are responsible for any damage caused to any locks or doors that occur during your tenancy for any reason. All keys and remote controls must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned. We must receive the keys on or before the move out date. If the keys are kept past the move out date, you will be responsible for the following month's rent.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Policies and Procedures

### 2.1 COMMUNITY POLICIES OR RULES

---

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately if

distributed and applicable to all units in the community. The lessor is not obligated to provide windows and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them.

## 2.2 PARKING

---

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes, Resident shall complete repairs to any vehicles in these locations within 24 hours of commencement.

Your unit comes with

- One  Two  Three  Four  Five  Six  Seven  Eight  Eight or More Assigned Parking Spaces
- One  Two of these Assigned Parking Spaces are in your garage
- The second spot is directly in front of the garage door

## 2.3 PETS

---

Pets are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. Please see the pet addendum for further details.

## 2.4 PLEDGE PERKS

---

In the event that the Resident executes a Buyer-Broker agreement with Pledge Property Management, Inc, which is a licensed real estate broker, and in the event that the resident purchases a property through Pledge Property Management, Inc. under a written buyer-broker agreement we agree to:

In the event the resident occupies a unit in a building owned by Darwin Gebbie or Alex Gebbie, and needs to hold over in the apartment until closing, there will be no increase in rent during the holdover period, nor any "holdover fee". Please call the office for eligibility for early release from your lease. We can only give early release with approval from the owner of your leased property and a signed lease addendum

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

# 3. Responsibilities

## 3.1 CONDITION OF PREMISES AND ALTERATIONS

---

**You accept the apartment, fixtures, furniture and equipment "as is", except for conditions materially affecting the health or safety of ordinary persons.** We disclaim all implied warranties. You shall maintain the premises in good, clean and livable conditions throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not make any permanent alteration without our written consent. You will be charged to patch and paint over nail holes.

**Casualty Loss:** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

**Safety and Crime Free:** You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by the criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

### 3.2 MAINTENANCE CALL CENTER

---

To make an urgent or emergency maintenance request, call our maintenance call center at 860-887-2792. SAVE THIS NUMBER!. This number is also on our website, PledgePM.com.

For normal or routine service, you may submit a request online at PledgePM.com in the resident portal. You will receive an email with an invitation to the resident portal. You will receive access to the portal once the lease is fully executed by all lease parties.

#### IMPORTANT MAINTENANCE INSTRUCTIONS

- **FOR NO HEAT or AC** - Submit Request as "URGENT"
- **Electrical Outages** - Submit Request as "URGENT"
- **Water Leaks** - Submit Request as "URGENT"
- **Gas Leaks** - Submit Request as "URGENT"

### 3.3 REQUESTS, REPAIRS, MALFUNCTIONS

---

We manage this property for an independent owner. We must obtain permission from the owner for all maintenance requests, therefore we cannot guarantee a time line for repairs.

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

1. Residents must replace (if applicable) at their own expense the following items: furnace filters, smoke detectors, and carbon monoxide detector batteries, light bulbs, window and/or door screens, broken windows, broken doors and lost keys.
2. The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us. operable. It is the resident's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including the replacement of batteries if required.
3. Clogged toilets, sinks and garbage disposals are the responsibility of the resident to unclog, Do not dispose of any material in the toilets other than toilet tissues.
4. Leaks: The resident is responsible for any water damage and any high water bills caused by leaks, even if the water is included in the rent.
5. Washer/Dryer: If the home is equipped with a washer/dryer, it will not be repaired or replaced once broken. Only liquid laundry soaps may be used in washing machines, no powdered soaps should be used. Laundry machines may not be provided at all locations.
6. Window Air Conditioners for Properties Where Landlord Provides Heat: The resident must remove any and all window air conditioners by November 1st. Residents may install air conditioners on or after April 1st. The fee for this violation is \$50 per month. If the home has a window or portable air conditioner provided, it will not be repaired or replaced by the owner. The tenant may choose to install or replace a window air-conditioner if they choose, but the owner will not maintain it.
7. Central Air Conditioned Properties: Residents agree to set the air conditioning temperature no lower than **68 degrees Fahrenheit to prevent system damage/freezing.**
8. Freezing. The resident shall protect the plumbing from freezing. As a minimum, the resident shall leave the heat set to no lower than **65 degrees during cold weather.**
9. Drains. The resident shall relieve the stoppage of drains at Resident's expense unless resulting from a condition existing at the time Residen moved in.
10. Nails/Painting. Residents shall not drive any nails or screws into walls, please use removable hangers, and shall not paint anything, without the prior written consent of Lessor.
11. Pest Control. It is the responsibility of the Resident to keep the residence clean, sanitary, and free of any ants, roaches, bed bugs, rodents, or other pests.
12. The unit is **not** equipped with a fire sprinkler system.

### 3.4 RIGHT OF ENTRY AND INSPECTIONS

---

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise. Landlord reserve the right to entry without notice in case of any Emergency or suspect of property abandonment.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. General Clauses

### 4.1 HOLDOVER

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

### 4.2 OTHER REMEDIES

If your rent is delinquent, you immediately forfeit all rights to occupy the apartment any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the apartment constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

### 4.3 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

**Waiver of Jury Trial:** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

**Force Majeure:** We and you shall be excused from the performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrences, which is beyond our control.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

## 5. Sign and Accept

### 5.1 ACCEPTANCE OF LEASE

This lease will need to be signed by the property owner(s) after being signed by the lessee(s) and property manager.

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed