

LEASE - FURNISHED OR UNFURNISHED

PARTIES

This Lease, made the _____ day of _____, 20____
between _____
of _____ (Landlord)
and _____
of _____ (Tenant)

PREMISES

Landlord has rented to Tenant, and Tenant has rented from Landlord, the "Premises" at:

_____ together with the furniture and furnishings contained therein, if any, as listed on the attached Schedule A (Schedule to be prepared by Landlord and reviewed by Tenant).

TERM

This Lease begins at noon on _____, 20____,
and ends at noon on _____, 20____.

RENT

The total rent for the term of this Lease is \$ _____
The rent shall be paid as follows:

Tenant will pay, as additional rent, a late charge of \$ _____ for any rental payment not fully paid within 10 days of the due date. The late charge is to help cover additional expenses and costs which may be incurred by reason of payment being overdue.

TENANT'S COVENANTS AND AGREEMENTS

1. Tenant will pay the rent punctually, without demand.
2. Tenant will pay all charges for all operating expenses and all utilities on the Premises, including, but not limited to fuel, water, telephone, gas, and electric service. Maintenance contracts for any of the above in existence at the beginning of the term of this Lease shall be maintained and renewed periodically by Landlord at Landlord's expense. Any other maintenance contracts, such as security or fire alarm systems, shall be maintained by Tenant at Tenant's expense.
3. Tenant will, at his expense, keep the lawn mowed and raked, ice and snow removed, and the grounds in good and neat order.
4. Tenant will, at his expense, remove promptly all garbage, ashes, refuse and waste from the Premises.
5. Tenant will not permit any accumulation of boxes, barrels, packages, wastepaper or other refuse in or upon the Premises.
6. Tenant will make no alterations, additions or improvements to the Premises without Landlord's prior written approval. Tenant will keep the Premises free of mechanics' liens resulting from any alterations, additions, or improvements that Landlord has approved. Tenant will promptly remove such liens that attach to the Premises.
Any alterations or improvements that are attached to the Premises so that they cannot be removed without injury to the Premises will be Landlord's property.
7. Tenant will not cause or permit any waste or injury to the Premises, nor to the fixtures.
8. Tenant will keep the Premises in good condition, and pay the first \$ _____ of any cost for each repair or replacement of the electric or plumbing fixtures and of the kitchen equipment and other appliances. Tenant will pay all costs if the repair is required because of the misuse or neglect by

Tenant, a member of his family, or any other person on the Premises. If Tenant does not make any required repairs, Landlord may do so and collect the cost from Tenant. Landlord will pay for all structural repairs (repairs to the roof, walls, foundation or heating system), unless caused by misuse or neglect described above. Tenant will give Landlord prompt notice of any accident to or defects in the Premises, including the water pipes, heating apparatus, or other equipment or appliances.

9. Tenant will comply with all laws of the State of Connecticut and any and all rules, ordinances and regulations of the town within which the Premises are situated, as may relate to the Premises. Tenant will be responsible for all fines, penalties and costs for any actual or threatened violation of any such laws, rules, regulations or ordinances.
10. Tenant will not assign this Lease or sublet all or any part of the Premises without Landlord's prior written consent. If this Lease is assigned or sublet, or if the Premises are occupied by anyone other than Tenant, such other occupant shall be liable to Landlord for rent at the rate set forth herein. Acceptance of rent will not be a waiver of Tenant's promise not to assign, sublet or permit occupancy. Nor will acceptance of rent be acceptance of the other occupant as Tenant. Tenant will remain personally liable for all Tenant's obligations under this Lease, regardless of any assignment, sublease or other occupancy.
11. Tenant will not use or permit the Premises to be used except as a private residence for Tenant and any other parties named in this Lease. The Premises shall not be used for any illegal or hazardous activity.
12. Tenant will not permit the Premises to remain unoccupied for more than _____ days at one time without prior notice to Landlord and, during Tenant's absence, Landlord may enter the Premises to perform necessary or agreed to repairs, alterations or improvements or to show the Premises to prospective tenants, purchasers, mortgagees, workmen or contractors.
13. Showing Premises. During the last _____ days of this lease, Landlord (or Landlord's agents) may show the Premises to parties interested in renting the Premises and may place a keybox on the Premises. At any time during the lease, with reasonable notice to the Tenant, Landlord (or Landlord's agents) may be allowed to show the premises to potential buyers and may place a keybox on Premises.
14. Tenant will permit Landlord or his agents to enter the Premises at reasonable times upon reasonable notice to inspect or to make necessary or agreed upon repairs, alterations or improvements or to show the property to prospective purchasers, mortgagees, workmen or contractors. Tenant will not unreasonably deny Landlord the right to enter the Premises. Landlord or his agents may enter the Premises at any time in case of emergency.
15. Tenant agrees that he has examined the Premises and that he/she is satisfied with the condition. Tenant agrees that he/she has received the Premises in good order and repair, except as otherwise stated in this Lease. Tenant agrees that Landlord has made no representation as to condition or repair and no promise to decorate, alter, repair, or improve the Premises except as provided in this Lease.
16. Upon the termination of the Lease, or Tenant's occupancy of the Premises, Tenant will surrender the Premises, and any furniture and furnishings, to Landlord in as good condition as they were at the beginning of this Lease, reasonable use and wear excepted. The Premises shall be professionally cleaned and left in good order at the termination of this Lease. Landlord may keep any personal property Tenant leaves in the Premises as his own or dispose of it at Tenant's cost.
17. If this Lease includes furniture and furnishings, Tenant will keep them in good order and repair, at Tenant's expense. Tenant will pay for or replace any damage, breakage or loss of any furniture or furnishings.
18. Tenant will use the same fuel company for fuel delivery, care and maintenance of the heating system as Landlord presently uses, or such other company to which the parties agree.

The Landlord's fuel company is _____

19. Utility Adjustments:

20. Tenant will maintain throughout the term hereof, public liability and fire insurance for the benefit of both Landlord and Tenant in the following limits:

Public Liability Insurance \$ _____ Fire Insurance \$ _____

LANDLORD'S COVENANTS AND AGREEMENTS

- 1. Landlord will comply with all building and housing codes dealing with health and safety with regard to Premises.
- 2. Landlord represents that he has the right to lease the Premises to Tenant.
- 3. Landlord will permit Tenant to use and occupy the Premises for the term of this Lease upon the payment of rent and the performance by Tenant of Tenant's covenants and agreements herein.
- 4. If the Premises are heated by oil, Landlord will provide a full tank of oil at the beginning of this Lease. Tenant will leave a full tank of oil on the termination of this Lease.
- 5. If the Premises shall be partly damaged by fire or other causes (other than Tenant's fault or negligence), Landlord will make the repairs as speedily as possible, at his expense. In the event that the damage is substantial, Landlord may terminate the Lease.
 If the premises are rendered unusable by fire or other casualty (other than Tenant's fault or negligence), Tenant will not be liable to pay rent so long as the Premises remain unusable. Tenant may vacate the premises and terminate the Lease as of the date that he vacates, if:
 - (a) Tenant immediately vacates the Premises, and
 - (b) Tenant notifies Landlord in writing, within 14 days after vacating, that Tenant is terminating the Lease.
 If any part of the Premises are rendered unusable, Tenant may occupy part of the Premises at a rental which shall be reduced in proportion to the reduction in the fair rental value of the Premises.

- 6. To the extent permitted by law, Landlord will not be liable for injury or damage to persons or property resulting from risks against which Tenant can insure under an all-risk, extended coverage, comprehensive property insurance policy.
 To the extent permitted by law, Landlord will not be liable for injury or damage resulting from falling plaster or from steam, gas, electricity, water, rain, ice or snow that may leak from or into the Premises.
 To the extent permitted by law, Landlord will not be liable for injury or damage resulting from breakage, leakage, obstruction, or other defects in the pipes, wiring, appliances, plumbing or lighting fixtures on the Premises, or resulting from any other cause, unless due to Landlord's gross negligence.
 To the extent permitted by law, Landlord will not be liable for any latent defect in the Premises or any loss by theft or otherwise.

- 7. Landlord will maintain adequate property insurance to insure his interest in the Premises from loss or damage by fire or accident.

TERMINATION

- 1. If Tenant vacates the Premises, uses the Premises in an illegal manner, does not pay any installment of rent after it is due or fails to perform some obligation under the Lease for a second time within six (6) months from the time Landlord gave Tenant notice of the first breach of the obligation:
 - (a) Landlord may sue Tenant for damages; and/or
 - (b) Landlord may terminate this Lease immediately by giving Tenant written notice of termination; and/or
 - (c) Landlord may take any other action against Tenant (which is legally allowed). Such action can include bringing a summary process lawsuit against Tenant to have Tenant evicted.
 Nothing in this section shall limit either parties' statutory remedies for breach of this Lease.

- 2. If Landlord waives any default by Tenant, that will not affect Landlord's right upon a subsequent default.

- 3. If Tenant is in default under this Lease, Tenant will pay Landlord's reasonable attorneys' fees and all other collection costs and expenses.

Witness _____ Date _____

Witness _____ Date _____

Witness _____ Date _____

Witness _____ Date _____

SECURITY A security deposit is any advance rental payment other than an advance for the first month's rent or a deposit for a key or any special equipment. According to Connecticut law, a landlord may never require an amount in excess of two months' rent as a security deposit, and, if a tenant is 62 years of age or older, the landlord shall not demand a security deposit in an amount or value in excess of one month's rent.

- 1. Tenant will pay landlord a security deposit of \$ _____ prior to occupying the Premises. The security deposit will be held in escrow, and will be returned to Tenant with interest within 30 days of termination of lease (as required by Connecticut law), provided Tenant has fully performed under this Lease. Interest must be at least the average interest determined and published annually by the Banking Commission of the State of Connecticut. Interest must be paid on the anniversary date of tenancy; and Landlord may pay Tenant directly or provide credit toward the next month's rent. If Tenant breaches this Lease, Landlord may apply the security deposit to offset all or part of the damages.

- 2. If Landlord sells the Premises subject to this lease, Landlord shall have the right to transfer the security to the buyer. If Landlord does so, he shall be released by Tenant for all liability for the return of the security.

GENERAL

- 1. This Lease may be enforced against both parties, their heirs, administrators, executors, successors and assigns.
- 2. Notices may be sent to Tenant at the address of the Premises. Notices may be sent to Landlord at _____

3. _____ has been engaged by Landlord to manage the Premises and Tenant agrees to deal with said Managing Agent.

or _____ does not assume any responsibility for management and upkeep of the Premises.

- 4. This Lease has been produced through the agency and efforts of _____

Landlord will pay such agent a commission as per listing agreement between _____ and _____

The REALTOR has no responsibility for the performance of any of the parties in regard to any of the terms of this Lease.

- 5. If during the term of this lease or within one year after termination of the Lease or extensions thereof, the Tenant or any members of the Tenant's immediate family should purchase or acquire the right to purchase the Premises, Landlord will pay _____ a commission in such sale as per listing agreement.

- 6. Tenant will indemnify and hold Landlord harmless from all loss, cost (including reasonable attorneys' fees), or damage which may occur or be claimed as a result of the acts or omissions of Tenant, a member of his family, or any other person on the Premises.

- 7. If, any portion of this Lease is found to be void, un-enforceable, or against public policy, the remaining portions of this Lease will not be affected.

- 8. This Lease is legally binding. The parties understand that they should consult with an attorney if they do not understand any of the terms of this Lease.

- 9. This Lease has been prepared in a good faith attempt to comply with Sections 42-151 et seq. of the Connecticut General Statutes (Plain Language Act).

- 10. Any modifications of this Lease must be in writing, signed by Landlord and by Tenant.

- 11. This Lease, subject to Connecticut law, is the entire agreement between the parties. It supercedes all previous discussions or agreements, whether written or oral.

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on Lead Poisoning prevention.

Landlord _____ Date _____

Landlord _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

THIS FORM IS PROVIDED BY THE GREATER FAIRFIELD BOARD OF REALTORS, INC., AS A SERVICE TO ITS MEMBERS. This form should be reviewed by the Landlord, Tenant, and their attorneys, if any. The provisions of the Lease may not be appropriate for the parties or the Premises. (ACCORDINGLY, THE GREATER FAIRFIELD BOARD OF REALTORS, INC. DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE CONTENTS THEREOF.)

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