



Darien Board of REALTORS® and Darien Multiple Listing Service, Inc.

RESIDENTIAL LEASE

The terms of this Lease dated as of the _____ day of _____, 20____ are agreed to by

LANDLORD _____ **TENANT** _____
Address _____ Address _____

Original Lease Term: _____ Number of Months
Beginning at 12:01 a.m. on _____ and ending at 11:59 p.m. on _____

DEFINITIONS: In this Lease, the following words in this Definitions section have the meanings which follow them:
You, Your and Tenant: The person signing this Lease as Tenant and any other person occupying the Dwelling with our permission.
We, Our, Us and Landlord: The person or business organization signing this Lease as Landlord and anyone who becomes the owner of the Dwelling after the date this Lease is signed.
All masculine pronouns shall include the feminine or neuter pronouns and all singular pronouns shall include plural pronouns whenever it makes sense to do so in this Lease.

Address of Dwelling: _____, Connecticut.

Monthly Rent: \$ _____ **Security Deposit:** \$ _____
Not to exceed 2 months' rent: 1 month's rent if Tenant is over age 62

Rental payment to be sent to: _____
Name, Address

1. **THE LEASE:** We agree to rent
 Apartment Condominium House and Grounds
 Other (describe) _____
(the "Dwelling") to you and you agree to rent the Dwelling from us for the Lease Term. We and you agree to be bound by the terms of this Lease. The Lease includes (insert number, if applicable) _____ parking space(s); _____ garage(s) only for your personal use. The Dwelling is is not a unit in a common interest community.

2. **RENT:** You agree to pay us total rent for the Lease Term of _____.
You agree to pay us \$ _____ as of the date of this Lease as rent for the period from _____ to _____.
Thereafter, you shall pay your Monthly Rent in advance on the _____ day of each month. If your Monthly Rent check is not honored by the bank on which it is drawn, that will mean that we have not received your Monthly Rent. You agree to make all Monthly Rent payments to us at the rental payment address indicated above or wherever we tell you by written notice. If we have not received any payment of your Monthly Rent within ten (10) days of the due date, you will pay a late charge at the rate of \$ _____ per month for each payment of Monthly Rent that is more than ten (10) days late.

3. **UTILITIES, SYSTEMS & MAINTENANCE:** (check one, not both or N/A if not applicable)

- (a) We You N/A will pay for electricity.
- (b) We You N/A will pay for water.
- (c) We You N/A will pay for telephone.
- (d) We You N/A will pay for cable.
- (e) We You N/A will pay for security system fees.
- (f) We You N/A will pay for lawn and grounds maintenance, including gutters, spring/fall/storm clean up.
- (g) We You N/A will pay for snow removal.
- (h) We You N/A will pay for trash collection.
- (i) We You N/A will pay for propane/natural gas.
- (j) We You N/A will pay for heating fuel.
- (k) We You N/A will pay for opening and closing of pool.
- (l) We You N/A will pay for seasonal pool maintenance.

If the Dwelling has propane gas or oil heat and you are to pay for heating fuel, you will pay us, at the beginning of the term, the then-current price for any fuel in the tank(s) used exclusively for the Dwelling. We will pay you, at the end of the term, the then-current price for all fuel in such tank(s).

4. **YOUR DUTIES (Tenant):** You agree
(a) to use the Dwelling in compliance with all building, housing and fire codes affecting health and safety and any applicable condominium, co-operative or other

applicable rules and regulations affecting the Dwelling. If you do not, and the cost of our insurance increases or we are fined, you will reimburse us for the cost of such insurance increase or such fine or fines.

- (b) to keep the Dwelling clean, neat and safe.
- (c) to remove from the Dwelling all garbage, trash and other waste in a prompt and safe manner.
- (d) to keep the Dwelling's plumbing fixtures and all appliances clean and to use them only for the purposes for which they have been designed and to use the toilet facilities only for the disposal of human waste.
- (e) to use all electric, heating, cooling and other systems in the Dwelling in a prudent manner.
- (f) to not willfully or negligently destroy, deface, damage, impair or remove any part of the Dwelling or permit anyone else to do so.
- (g) to avoid disturbing our neighbors' enjoyment of their dwellings and to require other individuals in the Dwelling to do the same.
- (h) to maintain the grounds, shrubbery and trees in a neat and orderly condition.
- (i) to keep the Dwelling in good condition and pay the first \$100 of any cost for each repair of the fixtures, the kitchen equipment and other appliances, unless such repair is due to a condition existing on the date of the Lease. You will pay all of such cost if the repair is required because of your misuse or neglect. If such repairs are needed to satisfy our duties under subsections (a) and (b) of Section 11, we shall pay the full cost of repairs of damage not due to your neglect or misuse. You will use, whenever possible, the service providers recommended on the Addendum attached.
- (j) not to use or allow the use of a waterbed in the Dwelling without prior written consent.
- (k) to keep no pet animals, livestock or fowl in the Dwelling without our written consent, except _____
- (l) to provide and pay for personal liability insurance for your and our mutual benefit in an amount of not less than \$_____ for bodily injury and property damage in or about the Dwelling. You will provide us with proof of such insurance which policy names the Landlord as a co-insured party and contains a clause requiring notice to the Landlord in the event of cancellation of the policy.
- (m) to maintain and keep in operation smoke and/or fire alarm systems in the Dwelling.

5. **BROKER:**

- (a) We and you recognize as the broker(s) who arranged this Lease _____ and _____
- (b) We will pay said broker(s) a commission as agreed upon.
- (c) You agree to protect us against the claims of other brokers for a commission for this Lease where the claims are based on showing the Dwelling to you or interesting you in it. This includes paying all costs of defending any such claim, including reasonable attorneys' fees. The

provisions of this paragraph shall continue past the end of this Lease.

- (d) No broker is responsible for the management, maintenance or upkeep of the Dwelling during the term of this Lease.

- 6. **SUBLETTING AND ASSIGNMENT:** You will not assign this Lease or sublet the whole or any part of the Dwelling without our written permission. If you assign this Lease or sublet, you shall pay any broker's commission which may be due for the unexpired term of this Lease.
- 7. **SECURITY DEPOSIT:** You agree to pay us as of the date of this Lease the Security Deposit: \$_____, Not to exceed two (2) month's rent: One (1) month's rent if Tenant is age 62 years or older, or reduced to one (1) month's rent once Tenant requests reduction and exceeds age 62 years. We shall deposit the Security Deposit in an escrow account in a financial institution. We, or any successor to our interest in the Dwelling, shall be the escrow agent for such account and will hold the Security Deposit in accordance with the provisions of § 47a-21 of the Connecticut General Statutes, as amended. If you have carried out your promises under this Lease, we shall return the Security Deposit to you within 30 days after the termination of your tenancy. We shall pay you annually, on the anniversary date of your occupancy, the minimum amount of interest on the Security Deposit as required by § 47a-21 of the Connecticut General Statutes, as amended. Such interest will be reported to the Internal Revenue Service using your Social Security number indicated below. You shall provide us with receipts for the payment of final utility charges which are your responsibility prior to the return of the Security Deposit. If you do not carry out your promises under this Lease, we may use the Security Deposit to pay the rent or to repay ourselves for any damages we have because of your broken promises. The Security Deposit shall not be used by you to pay any Monthly Rent. If we keep all or any part of your Security Deposit, we will, within the time required by law, give you a list itemizing the nature and amount of the damages we have suffered because of your broken promises.
- 8. **USE OF PREMISES:** You agree that the Dwelling shall be occupied and used as a private residence for one family only by you and your immediate family members. You will not permit any activity in the Dwelling which creates an unusual risk of fire or other hazard. You will not allow the Dwelling to remain vacant for more than fourteen (14) consecutive days without notifying us in advance of the planned vacancy. During any such vacancy, you agree to maintain the temperature in the Dwelling at not less than 60 degrees. Your obligations continue under this Lease during any such vacancy.
- 9. **HOLDING OVER:**
 - (a) You have no right to remain in the Dwelling after this Lease ends.
 - (b) Holding over by you does not renew this Lease without our written consent.
 - (c) If you remain in the Dwelling without our written consent past the term of this Lease, we may, at our option (i) elect to treat you as one who has not removed at the end of the term and shall be entitled to all the remedies against you

as are provided by law in that situation, or (ii) elect to construe such holding over by you as a tenancy from month to month, subject to all of the other terms and conditions in this Lease, except the Monthly Rent which shall be two times the amount of the Monthly Rent during the last month of the Lease Term.

10. **ALTERATIONS:** Unless you receive prior written consent

- (a) you may not make alterations or additions to the Dwelling,
- (b) you may not drive nails in floors, walls or ceilings,
- (c) you may not paint or wallpaper any portion of the Dwelling,
- (d) you may not change the locks or add any locks to the Dwelling doors.
- (e) you may not remove any smoke or fire detectors or security systems or make them inoperable.

11. **OUR DUTIES (Landlord):**

- (a) We agree to comply with all building and housing codes dealing with health and safety with respect to the Dwelling.
- (b) We agree to make all repairs and do whatever is needed to put and keep the Dwelling in a fit and livable condition. If the Dwelling is made unfit or unlivable by you, a member of your family, or any person in the Dwelling, you have the duty to make repairs promptly. If you do not make these repairs, we can make them at your expense.
- (c) We agree to keep all common areas, if any, clean and safe.
- (d) Except as otherwise provided, we agree to keep in good condition all electric, plumbing, sanitary, heating and other systems and elevators, if any, supplied by us, normal wear and tear arising from reasonable use excepted.

12. **TENANT'S DEFAULT:** We may end this Lease and take possession of the Dwelling if any of the following occurs

- (a) we do not receive your Monthly Rent by the due date or within nine (9) days thereafter (the grace period stated in §47a-15a of the Connecticut General Statutes). We do not need to notify you that the Rent is due.
- (b) you fail to keep any of the promises you have made in this Lease.
- (c) you move out of the Dwelling before the end of the Lease Term.

13. **LANDLORD'S RIGHTS FOR TENANT'S BROKEN**

PROMISES: If you break any of your promises in this Lease

- (a) we may end this Lease and make you vacate the Dwelling, and
- (b) to the extent permitted by applicable law, you waive all right to notice to quit (move out), and
- (c) you will pay us all lost rent and other damages or costs we may incur because of your broken promises. These costs may include the expenses of a lawyer, if we hire one, to the extent permitted by law. They may also include the costs of retaking possession of the Dwelling and, if necessary, the costs of redecorating or making repairs. If you break any of your promises, but we take no action

because of it, it does not mean that we may not take action later if you break the same, or another, promise. If we have to serve you with a notice to quit possession of the Dwelling during or after the term of this Lease, you will pay us damages in an amount equivalent to the per diem Monthly Rent for each day after you vacate that we are unable to re-rent the Dwelling up to 60 days or until this Lease would otherwise have expired, which ever comes later. You will pay us interest at the rate of 1½% per month on any amount (other than as otherwise expressly provided in this Lease) which is unpaid 30 days after we notify you of the amount.

14. **SALE BY LANDLORD:** If we sell the Building, we shall give the new owner your Security Deposit and any Rent you have paid us in advance. After we have done so, you will look only to the new Landlord and not to us, to enforce the Landlord's promises under this Lease.

15. **INSPECTION OF DWELLING:**

- (a) You shall not unreasonably withhold consent to our entering the Dwelling.
- (b) We or our agents may, with your consent, enter the Dwelling to do any of the following (i) inspect it (ii) make necessary or agreed repairs and alterations (iii) supply agreed to services and (iv) show it to prospective or actual tenants, buyers, workmen, appraisers or mortgage lenders.
- (c) We may enter the Dwelling without notice or your consent in case of emergency.
- (d) Within 60 days of the end of the Lease if it becomes necessary to us, you shall permit us or brokers to show the Dwelling to prospective or actual tenants, buyers, appraisers or mortgage lenders, to hold Broker open houses and to place a key box upon the Dwelling for the showing of the Dwelling by brokers to prospective tenants or buyers. You agree to sign any authorization or agreement required to permit the use of a key box upon the Dwelling.

16. **REQUIREMENTS OF LAW:**

Effective October 1, 2015, the premises being rented herein, Landlord hereby puts tenant on notice: (Both Landlord and Tenant to initial one of the following, as applicable for this unit)

_____ This unit HAS an operating fire sprinkler system;
This fire sprinkler system was last inspected on the date: _____; This fire sprinkler system was last maintained on the date: _____; -or-
_____ This unit does NOT have an operating fire sprinkler system.

17. **FIRE OR OTHER CASUALTY:**

IF

- 1. The Dwelling is damaged by fire or other casualty, and
- 2. The damage substantially impairs the enjoyment of the Dwelling, and
- 3. You, a member of your family or other person in the Dwelling with your consent, did not cause the damage or destruction by negligence or willful act,

THEN

- (a) You will not have to pay rent while the impairment continues and you may vacate the Dwelling and notify us in writing within 14 days of your intention to end this Lease, or
- (b) If continued use is lawful, you may vacate any part of the Dwelling rendered unusable, in which case the rent shall be adjusted.

18. CONDEMNATION:

- (a) If the Dwelling is wholly or partially taken or condemned, you shall have no claim to damages for such taking.
- (b) In addition (i) we may end this Lease as of the date of such taking or condemnation or (ii) if the Dwelling is left unusable as a dwelling by such taking you may end this Lease as of the date of said taking or condemnation or (iii) if we or you do not decide to end this Lease, it shall continue as if no taking or condemnation had occurred.

19. **NOTICES:** If we or you wish to give the other a notice, it shall be in writing. Our notices to you shall be delivered to the Dwelling or mailed to the Dwelling by certified mail, return receipt requested. Your notices to us shall be delivered or mailed by certified mail, return receipt requested, to the place where you last paid your Rent. You and we shall each be responsible for collecting certified mail from the post office if the mail carrier cannot deliver it.

20. **INDIVIDUAL LIABILITY:** Each person who signs this Lease as Tenant is responsible for payment of the full Rent and will keep all the other promises included in this Lease.

21. PEACEFUL POSSESSION:

- (a) We state that we have the right to lease the Dwelling to you.
- (b) You may peaceably and quietly have, hold and enjoy the Dwelling, subject to the provisions of this Lease, as long as you meet your duties as a tenant under this Lease and all applicable law.

22. CONDITION OF PREMISES:

- (a) You have examined the Dwelling and accept it in its present condition.
- (b) You will not damage the Dwelling or permit damage to be done to it.
- (c) When this Lease is ended, you will leave the Dwelling vacant and in as clean and good condition as it is in now. Changes in condition due to ordinary wear and tear or acts of God are excepted. Burns, stains, holes or tears of any size or kind in the carpeting, draperies or walls, appliances, fixtures or countertops, doors, floors, cabinets, among other items, shall not be considered ordinary wear and tear.

23. NO WAIVER:

- (a) Our failure to insist on strict performance of any of the terms and agreements herein is not a waiver of our rights.
- (b) Our failure to insist on strict performance of any of the terms and agreements herein is not a waiver of our rights in case of any later breach of the terms herein.
- (c) If we accept overdue Monthly Rent, we waive our right to end this Lease because the Monthly

Rent was overdue. Such acceptance will not waive our future rights if the Monthly Rent is late again.

24. BANKRUPTCY:

- (a) Your rights under this Lease shall end at our option if any of the following occur
 - 1. you are judged bankrupt, compound your debts or assign your estate for payment of debts, or
 - 2. a receiver of your property is appointed, or
 - 3. this Lease passes to anyone other than you by operation of law, or
 - 4. an attachment or execution is levied against your estate and not satisfied within 72 hours.
- (b) Upon such ending of your rights, all future rent and other sums due become instantly due. Acceptance by us of any sum from a person other than you shall not be deemed to be a waiver of any of your rights under this Lease.

25. PERSONALTY (Personal Property):

- (a) We also lease to you at no additional rental the personal property now located in the Dwelling and listed in the schedule, if any, attached to this Lease. Such schedule is to be part of this Lease and has been examined and approved by you and us.
- (b) You agree to lease said personal property from us.
- (c) You shall permit no damage to the personal property and keep the same in good order. You shall pay for repairs and pay for or replace any of the personal property that is damaged, broken or lost.
- (d) You shall not permit any of said personal property to be taken out of the Dwelling at any time.
- (e) At the end of the term, you shall return said personal property in as good condition as it is now, except for normal wear and tear. Burns, stains, holes or tears of any size or kind in said personal property, among other items, shall not be considered normal wear and tear.

26. **ENTIRE AGREEMENT:** You and we agree that this Lease sets forth our entire agreement. Neither you nor we shall claim that the other has made any other promise or agreement unless the promise or agreement is in writing and signed by the party making the promise or agreement.

27. **BINDING EFFECT:** The agreements in this Lease shall be binding upon and benefit us, and you, and our and your respective successors, heirs, executors, administrators, and assigns.

28. **OTHER PROVISIONS:** (See Addendum attached, if any, which is a part of this Lease).

Landlord

Tenant
Tenant's Social Security Number

Landlord

Tenant
Tenant's Social Security Number

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THE DARIEN BOARD OF REALTORS®, INC.
RESIDENTIAL LEASE

ADDENDUM TO LEASE

LANDLORD:

TENANT:

DWELLING ADDRESS:

SERVICE PROVIDERS:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

SCHEDULE OF PERSONAL PROPERTY:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
