

LEASE

IN THIS LEASE, the words "we", "us" and "our" means the Landlord, **AUGUR ENTERPRISES, LLC**, of Durham, Connecticut. The words "you" and "yours" means the Tenant, _____, formerly of _____.

We agree to lease to you, and you agree to lease from us, the residence (hereinafter called the "Condo" or "Place") known as **177 Skyview Drive, Cromwell, Connecticut**.

The above parties agree to the following items:

1. **TERM:** The term of this lease is for a total of **12 MONTHS** and starts on **September 1, 2008**, and ends on **August 31, 2009**.
2. **RENT:** You will pay us a total rent of **\$18,000.00**. You will pay the total rent in monthly payments of **\$1,500.00** on the 1st day of every month. The first payment is due on **September 1, 2008** as is the payment of the last month's rent, specifically rent for the month August 2009. You will pay us a late charge of \$50.00 for each payment that is more than (7) seven days late.
3. **REAL PROPERTY TAXES:** The Landlord is responsible for the payment of the real estate property taxes and all other taxes, lien, charges and assessments which may be assessed on the Condo, including any and all increases in said taxes during the term of said Lease. The Landlord is responsible for the payment of any monthly or annual condominium fees/assessments and/or common charges due to the Condo Association.
4. **USE:** You will only use the Condo for a dwelling for and your immediate family or significant other. No one other than the Tenants listed herein may reside in the Condo at any time. You will also not sublease the Condo or let any other people live in the Condo without obtaining prior written approval from us.
5. **LAWS:** You will comply with all laws and regulations regarding the Condo. You also comply with and conform to all of the laws of the State of Connecticut and the by-laws, rules and regulations of the Condo Association and/or management company as well as of the Town of Cromwell relating to health, nuisance, fire, highways and sidewalks, so far as the Condo hereby leased is or may be concerned. You also will not permit any others to violate any laws or regulations in the Condo. You will pay us the amount of any fines or penalties that we have to pay because you or any others violated any such laws or regulations in the Condo.
6. **CARE OF CONDO AND CONTENTS:** You will keep the Condo and all fixtures, furnishings and appliances in a clean and safe condition. You will remove all ashes, garbage, rubbish and other waste in a clean and safe manner to the Association's dumpster. You will use all electrical, plumbing, heating, air conditioning and other facilities and appliances in a reasonable manner. You will not destroy or damage any part of the Condo or any of our furnishings or appliances in the Condo. You will repair all broken window glass and all damage that may happen to pipes and water pipes through the neglect or carelessness of you or your invitees. You will not remove any of our furnishings or appliances from the Condo. In the event it becomes necessary to exterminate the Condo for pests/insects at the discretion of the Landlord, either during or at the end/termination of your Lease, you agree that such extermination costs shall be done at your sole expense.

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7. **UTILITIES AND MAINTENANCE:** You will pay for the utilities and services in the Condo that are checked:

(X) Water/Sewer; (X) Electricity; (X) Gas; (X) Telephone; (X) Cable TV.

The rent will not be reduced if you do not receive any of the utilities or services for reasons beyond our control.

8. **ENTERING CONDO:** We may enter the Condo at reasonable times to make necessary repairs or changes that we are required to make, or to supply or repair the utilities that we have agreed to supply. We may also enter the Condo at reasonable time to show the Condo to possible or actual purchasers, mortgage lenders, tenants, workmen or contractors.

We will give you reasonable notice of our intent to enter the Condo. You will not unreasonably deny us the right to enter the Condo. We may also enter the Condo at any time without your consent in case of emergency.

9. **DAMAGE TO CONDO:** You will not have to pay rent for any time that your use and enjoyment of the Condo is substantially affected because the Condo is damaged by fire or other casualty. However, you will pay rent if you caused the damage or destruction or unless you continue to occupy any portion of the Condo. If you continue to occupy any portion of the Condo, your rent shall be reduced by the decrease in the fair rental value of the Condo.

If any part of the Condo is damaged by fire or other casualty, we shall have the right to cancel this Lease. If we decide to cancel the Lease, we will give you notice within fifteen (15) days after the date of the fire or other casualty. The Lease will end on the date that we give our notice to you. If we do not cancel this Lease we will repair the damage within a reasonable period of time.

10. **CONDEMNATION:** If any part of the building is condemned, we shall have the right to cancel this Lease. If we decide to cancel the Lease, we will give you notice within fifteen (15) days after the date of the condemnation. The Lease will end on the date that we give our notice to you. You will not be entitled to any payment from the government because of such condemnation except for reasonable moving expenses. All other payments from the government because of such condemnation will be paid to us.

11. **CHANGES:** You will not make any changes in the Condo or change the appearance of any walls, floors, carpeting, windows, doors, appliances, fixtures or furnishings without our permission. You will submit all requests for changes to the Property in writing and we will submit all approvals or rejections in writing within ten (10) days of your written request. If you receive our permission to make any changes, any such items that you install in the Condo will immediately be our property but you may use them until the Lease ends.

12. **REMOVAL OF PROPERTY:** When this Lease ends, you will leave the Condo and remove all your property and the property of others. You will leave the Condo in good and clean condition, and you will repair any damage that was caused by yourself or others.

13. **DEFAULT:** You will be in default under this Lease if:

- (a) You do not make a payment of rent within fifteen (15) days after it is due; or
- (b) You violate or do not do any of the things you agree to do under this Lease; or
- (c) You vacate the Condo or do not live there for a long time; or
- (d) You are declared insolvent or adjudicated a Bankrupt.

If you are in default under the Lease, we may terminate this Lease, upon written notice to you.

You agree that if you are in default under this Lease, the acceptance of rent or failure to re-enter the Condo by us shall not be held to be a waiver of our right to terminate the Lease.

If you do not do any of the things you promised 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 Section 2 of this Lease less the amount of rent that you shall already have paid, subject to your obligation to mitigate.

You also will pay us interest on any amount you owe us which is past due. The interest will be at the rate of twelve (12%) percent per year.

In the event that we are compelled to protect our rights under this Lease by any legal process due to a breach or default or other loss caused by you, then you shall be responsible for all of our costs including reasonable attorney's fees incurred by us in the protection of our rights or incurred by us in proceeding to collect such loss and/or to have you evicted from the property by way of a summary process proceeding.

14. **WAIVER OF NOTICE:** In the event you are in default under this Lease, and have been provided with written notice of termination, we will not have to send you a further notice telling you to vacate and leave the Condo.

15. **SECURITY DEPOSIT:** You will deposit with us **\$1,500.00** as a security deposit on the date of signing this lease. If you are in default under this Lease, we may use the security deposit to pay the rent or any other money you owe us under this Lease. If you do not completely clean up or repair any damage you or your guests have caused to the Condo, we may use the security deposit to pay for the cleaning and/or repairs. If you fulfill all of your agreements under the Lease, we will return the security deposit to you within thirty (30) days after the Lease ends, together with interest thereon as required by law.

16. **SALE OF PROPERTY:** If we sell the Condo, we shall not have any further liability to you under this Lease for any event that happens after you receive written notice that we have sold the property.

In addition, if we sell the property, any security deposit that you give us will be assigned to the new owner of the property, and we shall not have any further liability to return the security deposit to you.

17. **HOLD-OVER:** If you continue to occupy the Condo with our consent after this Lease ends, this Lease will continue on a month to month basis. In that case, either you or us can send a notice to the other and cancel this Lease at any time. All the other terms of this Lease will still apply.

18. **JOINT AND SEVERAL LIABILITY:** 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.

19. **HOLD HARMLESS:** You agree to hold us harmless from any and all claims or liabilities by any person for property damage or personal injury occurring on or about the premises during your occupancy thereof.

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20. **INSURANCE:** You will obtain and maintain personal property damage and contents and liability insurance coverage and supply us with evidence thereof (proof of insurance) upon our request.

21. **MISCELLANEOUS:** 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 to us. We can also give you more time to pay the amount you owe us.

22. ADDITIONAL PROVISIONS:

(a) **SMOKE ALARMS:** You have had the opportunity to test all the smoke alarms in the Condo and have found them to be operational and to your satisfaction. It is your responsibility to replace any and all batteries in said smoke alarms on a regular basis.

(b) **PETS:** You shall NOT be permitted to have pets in the Condo.

(c) **NO BROKER'S COMMISSION DUE:** You represent that no real estate agent or real estate broker has shown the Condo to you or is entitled to a commission as a result thereof. You agree to indemnify and save harmless us from any claims for any commissions based on any dealings you have had with a real estate agent or broker regarding the leasing the Condo.

(d) **PERSONAL PROPERTY:** The Condo is being rented furnished with personal property a listing of which property is set forth on Schedule A attached hereto. When the lease terminates, you will leave the following items of personal property set forth on Schedule A which are owned by us in the Condo in the same condition as they are now, excluding reasonable use and wear.

(e) **NO SMOKING:** You and your guests shall not be permitted to smoke in the Condo.

(f) **SUCCESSIVE OCCUPANT GARAGE STORAGE:** In exchange for having been granted access to store your personal property prior to this lease inception, you shall allow any successive tenant or occupant space in the garage to store their personal property at least one week prior to the end of your tenancy.

23. **TENANT'S INTENT TO RENEW:** No later than sixty (60) days prior to the termination of this Lease term, Tenant shall give written notice of his intent to renew the Lease for an additional term, which renewal shall be solely at the Landlord's discretion. In the event the Tenant does not wish to renew, the Landlord shall maintain the right to show the property as set forth herein upon reasonable notice to the Tenant.

24. **SEPARATE PROVISIONS:** If any provision of this Lease is invalid or unenforceable, the other provisions of this Lease will still apply.

25. **BINDING EFFECT:** This Lease shall be binding upon you and us and our and your respective successors, heirs, executors and administrators.

26. **APPLICABLE LAWS:** This Lease shall be interpreted and governed under the laws of the State of Connecticut.

27. SIGNATURES:

LANDLORD (US):

TENANTS (YOU):

_____ Date: _____

_____ Date: _____

AUGUR ENTERPRISES, LLC

By Philip Augur

Duly Authorized

SCHEDULE A

- art: Edward Hopper lighthouse
- art: Raoul Dufy boats
- art: small moonlit bay
- art: winter birches
- art: pastel rowboat
- brown painted bureau
- cheese grater, ice cream scoop, four measuring cups, 4 measuring spoons, can opener
- claw hammer, screwdrivers, sutpan, handsweep
- coffee table
- decorative birch fireplace logs
- desk chair, green
- brown painted desk with shelf
- wood dining room table with leaf
- dishwasher
- dryer
- eight large plates, eight bowls, 4 small plates
- exterior welcome mat
- extra vacuum bags, vacuum belt, HVAC filters
- fire extinguisher
- fire place accessories
- fitted sheet, flat sheet, two pillow cases, blanket, bedspread
- four dining room chairs
- four dish towels, white/blue
- four lamps
- full-size bed with headboard and footboard
- full-size towel, two face towels, wash cloth, floor mat, green
- gas oven/range
- halogen floor lamp
- interior and exterior shower curtains, clear and burgundy
- two interior mats, tan and tan with print
- interior shower curtain, green
- kitchen table
- kitchen utensil pottery holder, ladle, three wooden spoons, wooden spatula, two spatulas, wooden fork, mixing whisk, large plastic serving spoon, large meat fork
- knife holder/cutting knife set
- large garbage pail/lid
- magazine rack/lamp/table
- mat
- mattress pad, two pillows, queen
- mattress pad, two pillows, full
- microwave oven
- mirror
- mirror sun wall hanging
- mop, broom, two dust pans & brushes
- napkin holder/salt & pepper shakers

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Sched A 1 of 2

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- push broom
- queen size wood bedroom set, headboard, man's chest, bureau with mirror, two side tables
- RCA television
- recliner sofa, green
- recliner, green
- recycling bin
- refrigerator
- Samsung DVD/VCR combon unit
- screen for garage door
- Sharp vacuum cleaner
- shower curtain
- six coffee mugs, six wine glasses, six short glasses, eight tall clear glasses, six patterned medium glasses
- six knives, six forks, six small spoons, six large spoons, pie server, large serving spoon, large serving fork, gravy ladle
- skirt, comforter, fitted sheet, flat sheet, two pillow cases
- soap dish
- three kitchen chairs
- two bathroom mats, green
- two glass bowls and one glass dish with cover
- two hand towels, green
- two large, two medium tupperware containers
- two non stick pots with lids, skillet, strainer
- two side tables, with glass tops
- two Sony clock radios
- wood cabinet table

Tenant Initials: _____